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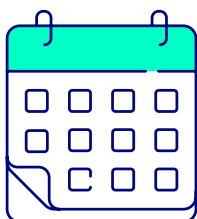
# Terms and Conditions

which will be effective from 1 August 2025

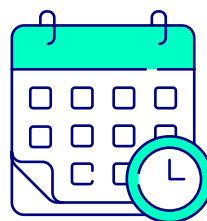
We have included the following important documents:



A Guide to Upcoming  
Changes to your  
Banking Services and  
Terms and Conditions



Current  
terms and  
conditions



Updated  
terms and conditions  
effective from  
1 August 2025



**Bank of  
Ireland**

# A Guide to Upcoming Changes to your Banking Services and Terms and Conditions

Effective from 1 August 2025

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## About this guide

At Bank of Ireland, we're taking steps to make your banking easier, faster and more secure. Over the coming months, we'll be introducing some changes which will improve your banking experience. This guide contains important information about the changes we're making to some of our products and services. We will also need to update the terms and conditions for those products and services.

We will make these changes at different times over the course of the coming months. **We will let you know before each change happens.** For example, we will put a message in our 365 mobile app or on our website.

In each section of this guide, we'll tell you more about the specific changes. Please take the time to read this guide carefully. If you use Business On Line, we will write to you separately about the upcoming changes.

Your new terms and conditions will be available to download from [boi.com/tandcs-updates](http://boi.com/tandcs-updates) on 1 May 2025. You will also find them on the individual product pages of our website and are available in our branches on request. For deposit products that are no longer for sale, you can request a copy of the updated terms and conditions in our branches. They will be effective from 1 August 2025.

## Have questions?

Please visit our website for more information. If you need more help, please call us on 0818 365 365 or 01 404 4000 (+353 1 404 4000, if you are calling from abroad). We are available from 9am to 6pm, Monday to Friday, 9am to 5pm on bank holidays, 10am to 2pm on Saturday, and are closed on Sunday. We will be happy to help you.

## Need extra help?

Please get in touch if you need this information in Braille, large print or audio, or in another language. We have lots of experience serving customers with various needs and will be delighted to help you. Text 'extra help' to 50365, call 1800 946 146 (choose option 1) or pop into a branch.

If you are under 18, please discuss this guide with a parent or guardian.

# What is in this guide?

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**If you do not wish to accept any of the terms and conditions changes in this guide**

We appreciate that some customers may not want to accept these changes. If this is the case for you, you may choose to close your account or end your service. There is no charge for doing this, as long as you have cleared any overdrawn balances and/or fees due. If you do not notify us before **1 August 2025** when the changes come into effect, we will take this to mean that you have accepted the changes on their effective date.

# 1. SEPA Instant payments and Verification of Payee (VOP)

## What's changing?

Payment service providers in the European Union (including banks) will introduce a new service called SEPA Instant payments, by 9 October 2025. SEPA Instant allows you to send and receive money in euro within 10 seconds of the payment being made. You will have the option of sending a SEPA Instant payment, at any time, every day of the year, including bank holidays and weekends.

This is a requirement under the SEPA Instant Credit Transfers Regulation 2024. There is no payment charge to use SEPA Instant. We have updated our schedule of fees and charges to reflect this.

As part of the same regulation, we are also introducing another new service called Verification of Payee (VOP). VOP is a new security step in the payment process for all SEPA payments and SEPA Instant payments. VOP will check if the name of the person or business you enter matches the name associated with the IBAN. It will do this when you add a payee or make a payment or when someone else makes a payment to you.

These changes apply to the following terms and conditions:

- ▶ 365 phone and digital banking
- ▶ Personal Current Account (including Third Level, Graduate, and Golden Years accounts)
- ▶ Second Level Current Account
- ▶ Basic Bank Account
- ▶ Personal Demand Deposit Account (opened before 18 October 2022)
- ▶ Business Demand Deposit Account (opened before 18 October 2022)
- ▶ Business Current Account.

The bank's Data Privacy Notice (the DPN) is also being updated to reflect the new processing activity (as described in this guide) required to deliver VOP. The updated version of the DPN is available on our website at [boi.com/privacy](https://boi.com/privacy) and will be effective from August 2025.

## The details

### Sending SEPA Instant payments

On or before 9 October 2025, you will have the option to **send** SEPA Instant payments from your payment accounts. We will introduce this service between August and October 2025. We will let you know when you can make SEPA Instant payments closer to the time. For example, we will put a message on our 365 mobile app or on our website. The terms and conditions that apply to SEPA Instant payments will only apply when the service is available to you.

### Accounts that SEPA Instant payments do not apply to

You cannot send SEPA Instant payments to or from certain accounts. These include loans, mortgages, certain deposit accounts, credit card accounts and Global Market accounts.

However, you can still send and receive money using the existing payment options for these accounts. For more information about SEPA Instant payments, please visit [boi.com/SEPAInstant-FAQs](https://boi.com/SEPAInstant-FAQs).

## Ways to make a SEPA Instant payment

You can make a SEPA Instant payment in the same way you make a SEPA payment.

Where	When you can make a SEPA Instant payment (subject to maintenance windows, which we will tell you about before they happen)
365 mobile app and 365 online	At any time. Cut-off times do not apply.
365 phone	<ul style="list-style-type: none"><li>▶ During business hours, by speaking to an agent or following self-service instructions.</li><li>▶ Outside business hours, by following self-service instructions.</li></ul>
Branch	During branch opening hours, using a paper form.
Business On Line	Business On Line customers will receive a separate guide with full details about SEPA Instant payments.

We will let you know within 10 seconds of the payment being made, if your SEPA Instant payment has or has not been successful and why.

**Please note:** If you make a SEPA Instant payment through 365 online, 365 phone or our 365 mobile app, we assume that it is you making the payment if your security credentials (for example, your PIN) are used. If you authorise us or someone acting on your behalf (like a payment initiation service provider) to make a SEPA Instant payment, it cannot be amended or stopped.

## Setting payment limits

You will be able to set a daily limit or a transaction limit for making SEPA Instant payments using our mobile app and 365 online. This limit cannot be more than the overall Bank of Ireland limit that applies to all your payments across these channels. Details of the limits will be available to you when you use the service. For more information about SEPA Instant payments, please visit [boi.com/SEPAInstant-FAQs](https://boi.com/SEPAInstant-FAQs).

## Receiving SEPA Instant payments

Since 9 January 2025, you have been able to receive SEPA Instant payments. We have updated our terms and conditions to make it clear that you can receive SEPA Instant payments into your account. They can be received at any time on every day of the year including bank holidays and weekends.

## Verification of payee (VOP)

Under the SEPA Instant Credit Transfers Regulation 2024, we're introducing a new service called Verification of Payee (VOP) between August and October 2025. We will let you know when the VOP service is available, closer to the time. For example, we will put a message on our 365 mobile app or on our website. The terms and conditions that apply to VOP will only apply when that service is available to you. This service will not be carried out for a paper-based payment instruction, if you are not present at the time of receipt of the instruction (for example, if you send us a payment instruction by post).

VOP is a new security step in the payment process for all SEPA payments and SEPA Instant payments. VOP will check with the receiving bank that the name you enter matches the name of the person or business associated with the IBAN. It will do this when you add a payee or make a payment. This will help you to avoid paying the wrong person or business. You should include the full name (not a nickname) of the person you want to pay. If you are paying a business, you should include the legal or trading name.

Specifically, VOP will tell you if the name of the person or business you enter:

- ▶ Matches the name associated with the IBAN
- ▶ Does not match
- ▶ Is a close match
- ▶ Cannot be checked at the time.

If you're making a payment to a joint account, VOP will tell you if the name you enter matches at least one of the accountholders. If you instruct a third party provider to make a SEPA payment or SEPA Instant payment, that third party provider must ensure that the name of the person or business you want to pay is correct.

When someone wants to pay you by a SEPA payment or SEPA Instant payment and they enter your name, VOP will tell their financial institution if it matches, does not match, or closely matches the name they gave us or whether the VOP service is unavailable.

We advise you not to add a payee, make a SEPA payment, or make a SEPA Instant payment, until you have checked the account details and are certain they are correct. Do not go ahead with a SEPA payment or SEPA Instant payment, if the name you enter does not match the name associated with the IBAN. Do not go ahead with a SEPA payment or SEPA Instant payment, if the financial institution you are paying to fails to respond to our request. **We may not be able to recover the money if you do.** And we will not be liable to you for any losses. For more information about VOP, please visit [boi.com/VOP-FAQs](https://boi.com/VOP-FAQs).

## 2. New passcode, updates to biometrics, and changes to the way you approve everyday banking actions

### What's changing?

We're always working to make your digital banking more secure. We are introducing the following changes on our 365 mobile app. We will let you know when these changes are happening closer to the time. For example, in our app or on our website.

The changes below apply to 365 phone and digital banking and their terms and conditions.

Changes on our 365 mobile app	
1	We're introducing <b>a new six-digit passcode</b> for our 365 mobile app. It will replace your existing 365 PIN in most situations (see tables below) and on each device where you have downloaded our app.
2	Once you set your passcode, if you use <b>biometrics</b> (available on compatible mobile devices), you will be able to use your Fingerprint/Touch ID or Face ID to approve purchases. You will also be able to use biometrics anywhere else you're currently asked to use your 365 PIN on your mobile device. This will help make everyday banking quicker.
3	<p>We currently ask you to <b>'Swipe to approve'</b> or <b>'Decline'</b>, when you make a purchase and for other everyday banking actions. We're replacing 'Swipe to approve' and 'Decline' with two simple buttons, 'Approve' and 'Decline'. This will make everyday banking easier and clearer.</p> <p>If you use biometrics, when you tap the 'Approve' button or when you tap the 'Decline' button, we will now ask for your Fingerprint/Touch ID or Face ID.</p>

For more information about these changes, please visit [boi.com/passcode-FAQs](http://boi.com/passcode-FAQs).

### The details

In the coming months, you will need to create a new six-digit passcode. You will need to do this for each device where you have downloaded our 365 mobile app. This will help make your everyday banking more secure.

We have updated the terms and conditions to include the definition of a 'passcode'. You may need to use your new passcode when you use our digital banking services as a security credential. You must protect it as you protect your other security credentials. **You must not share this passcode with anyone.** If you do, they may be able to gain access to your bank account.

Once you set your passcode, you will use it to log in and approve purchases. You will also use it anywhere else you're currently asked to use your 365 PIN on your mobile device.

To continue to use biometrics on your mobile device, you need to have created the new six-digit passcode. Once you have created your passcode, you can continue using your Fingerprint/Touch ID or Face ID on your mobile device when you log in. In addition, you will now be able to use biometrics when approving purchases (see below for more details). You will also be able to use biometrics anywhere else you were previously asked to use your 365 PIN on your mobile device. You only need your six-digit passcode, if for any reason your Fingerprint/Touch ID or Face ID cannot be used.

You will still need to remember your existing 365 PIN in the situation shown in the table below.

## Where will you use your new six-digit passcode on the mobile app?

After you set your new six-digit passcode	365 PIN	Six-digit passcode	Biometrics (if enabled)
When you log in to our 365 mobile app		✓	✓
When you are asked to approve or decline purchases using our 365 mobile app		✓	✓
When you are asked to approve everyday banking actions using our 365 mobile app (for example, if you change your address on your profile)		✓	✓
When you use 365 phone		✓	✓
If you are re-registering our 365 mobile app on a new or existing device*	✓		

\* The only time you may need to use your 365 PIN is if you need to re-register for our 365 mobile app on a new or existing device. We know it may be hard to remember your 365 PIN just for this situation so, in the future, you will have the option to confirm your identity using your Visa debit card details instead.

## Where will you use your new six-digit passcode on 365 online?

To log in to 365 online, you will be prompted for your new six-digit passcode or biometrics on the mobile app.

**If you use a physical security key to log in to 365 online, you will continue to use your 365 PIN the same as you do today.**

After you set your new six-digit passcode	365 PIN	Six-digit passcode	Biometrics (if enabled)
Logging in to 365 online		✓	✓
If you use a physical security key	✓		

## 3.Changes to 365 phone

### What's changing?

We're introducing a change which will mean that you may need to use our 365 mobile app to access and use the self-service features of 365 phone.

The changes below apply to 365 phone and digital banking and their terms and conditions.

### The details

When you use 365 phone, we may ask you to use our app to confirm that you are who you say you are. You can do this by responding to a push notification that we will send to your mobile device. By using the app in this way, you will be able to self-serve on 365 phone 24 hours a day.

If you do not use our app, you'll need to speak to an advisor when you use 365 phone. Our advisors are available during business hours. You may not be able to use 365 phone outside of these hours, if you do not use our app. We recommend that you download our app to benefit from the full services on 365 phone in the future. We will let you know closer to the time when this change is happening. We will do this on 365 phone and on our website. For more information about 365 phone, please visit [boi.com/365phone-FAQs](https://boi.com/365phone-FAQs).

## 4.Fraud prevention on your account

The changes below apply to the terms and conditions for 365 phone and digital banking.

We're changing the 365 phone and digital banking terms and conditions to make it clearer that we can take certain steps (including delaying payments and contacting you) to protect your account by confirming a payment is genuine. We may do this if we suspect the payment may be illegal or fraudulent.

## 5.Making our services more accessible - The European Accessibility Act (EAA) 2025

We're committed to providing products and services that are inclusive and accessible to all. We're making some improvements to our services (for example, to ATMs, our website, letters and emails). We are making them easier to use and understand, particularly if you are using assistive technology.

From **28 June 2025**, information about what we offer and what we're doing to provide equal access to our consumer banking services, will be available on our website at [boi.com/Accessibility](https://boi.com/Accessibility).

## 6. Other changes to our terms and conditions

### When you can receive SEPA Instant payments

We have updated our general terms and conditions for deposit products to make it clear that if you can receive SEPA Instant payments into your account they can be received at any time on every day of the year, including bank holidays and weekends.

### Making sure that our product names stay the same

We have updated our terms and conditions and 'Schedule of Fees and Charges for Personal Customers', to make sure that our product names always stay the same. For example, we sometimes called our current account for third level students our 'Third Level Student Account' and sometimes our '3rd Level Student Current Account'. To keep it consistent, it will now be called our 'Third Level Current Account'.

### Making it clear when Government Stamp Duty (GSD) may be collected

Additionally, we have updated our 'Schedule of Fees and Charges' for personal and business customers to clarify that Government Stamp Duty (GSD) on debit cards is applied in January or February (or at a later date, if funds are not available).

### How we work out interest on current account overdrafts

We have updated our terms and conditions for personal and business current accounts, to make it clearer how we calculate the balance cleared for interest on overdrafts. We do not count in the value of any payments into your account made (or due to be made) after the cut-off time on a banking day, or on a non-banking day, until the next banking day.

### What we mean by a 'banking day'

A banking day means any day we are open for business in the Republic of Ireland, other than a Saturday, Sunday or bank holiday. A non-banking day means any other day.

You can find the updated personal and business current account terms and conditions on the individual product pages of our website.

### How we work out interest on deposit accounts

We have also updated our general terms and conditions for deposit products to make it clear how we calculate interest each calendar day if that day is not a banking day. In that circumstance, we calculate interest on the amount in the account on the previous banking day. For example, if a SEPA Instant payment is made into your account on a Saturday, Sunday or bank holiday, the money is immediately available to you, but we will calculate the interest based on the amount of money in the account on the previous banking day.

You can find the updated deposit terms and conditions on the product pages of our website or, for deposit products that are no longer for sale, in our branches.

## Dates at a glance

<b>9 January 2025</b>	Receipt of SEPA Instant payments available
<b>1 May 2025</b>	Updated terms and conditions are available to download on our website and are available in our branches
<b>1 August 2025</b>	Terms and conditions come into effect
<b>1 August 2025 to 9 October 2025</b>	Phased rollout of SEPA Instant payments

### If you do not wish to accept any of the terms and conditions changes in this guide

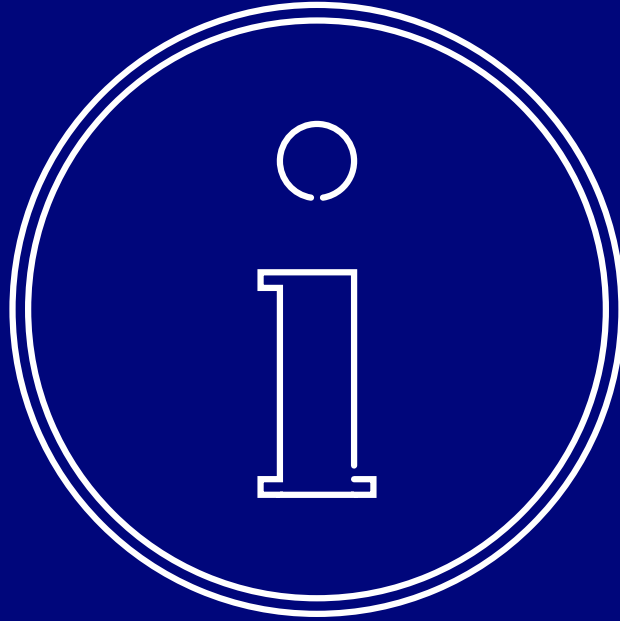
We appreciate that some customers may not want to accept these changes. If this is the case for you, you may choose to close your account or end your service. There is no charge for doing this, as long as you have cleared any overdrawn balances and/or fees due. If you do not notify us before 1 August 2025 when the changes come into effect, we will take this to mean that you have accepted the changes on their effective date.

Remember, Bank of Ireland will never call, text or email you asking you to share your full 365 online PIN, personal details, or one-time passcode. For more information, please visit the **'Security Zone'** section of our website.

**bankofireland.com**

Bank of Ireland is regulated by the Central Bank of Ireland.  
37-1667R (05/25)





# Smart Start Money Pot

Terms and Conditions



**Bank of  
Ireland**

## Smart Start Money Pot Account Terms and Conditions

The Smart Start Money Pot Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to a basic savings account for their personal needs, in a monitored and controlled environment. When your Child is between the age of 16 and 18 the parent or legal guardian can request to open a new Account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Money Pot Account. The Child will then have independent control of their own account.

We can only complete the parent or legal guardian's request to open a new account if the Child completes the account opening application form.

### Are there things in our Agreement which you might find onerous or unusual?

We have aimed to ensure that these terms and conditions are in plain language and are transparent. We don't want there to be any unexpected outcomes for you in the way the terms and conditions work; and we want to be sure you are aware of things that sometimes arise for customers that could be onerous. So, we recommend you read the terms and conditions carefully before you open your Account.

Please make sure you read this page as we wish to draw your attention specifically to some things dealt with in the terms and conditions.

#### Explanatory Notes:

**IMPORTANT:** You the parent/legal guardian have full ownership of the Account and all of the money in the Account. If you the parent or legal guardian have not already instructed us to do so, we will close the Account when your Child reaches the age of 18. Where there is a balance left in the Account we will transfer those funds to a current account held with us in your sole name. If you do not hold such an account we will include advice on how to recoup the money when we give notice that the Account is being closed.

- ▶ Certain restrictions apply to the Account, as follows:
    - ▶ The Maximum balance that may be held in the account is €5000. If this limit is exceeded the Account may be blocked or closed.
    - ▶ Payments can only be made from this account to your Smart Start Current Account.
  - ▶ If money is paid into the account by mistake, we can correct that by taking it out again. We don't need to tell you in advance.
  - ▶ You must be very careful when you pay cheques or similar paper payments to your Account. We may show you the amount of a cheque lodged (paid in) to your Account before it has been cleared. This does not mean the money paid to you in the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.
  - ▶ If you make a cheque lodgement (pay in a cheque) that does not name you as the payee (person to be paid) there is a risk we will suffer a loss and you will have to compensate us.
  - ▶ If you make a cheque lodgement (pay in a cheque) that is not in Euro, and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.
  - ▶ If you break the terms and conditions in a way that causes us a loss, you may have to compensate us.
  - ▶ If you pay money into your account on a Saturday or other time when we aren't open, we mightn't be able to up-date your Account until the next day we open.
- 
- ▶ It is not possible to have a Smart Start Money Pot Account without a Smart Start Current Account. If you instruct us to close the Smart Start Current Account that you opened for your Child, your Smart Start Money Pot Account for that Child will also be closed.
  - ▶ You the parent or legal guardian:
    - ▶ are fully responsible for the account, and all activity (including online banking) carried out on the Account by your Child.

# Part 1: Terms and Conditions for the Chosen Product

These Smart Start Money Pot Account Terms and Conditions should be read with the General Terms and Conditions (Part 2 below), and the 365 Phone and Digital Banking Terms and Conditions, which may also apply to the Smart Start Money Pot Account. If there is a difference between these Smart Start Money Pot Account Terms and Conditions, and the General Terms and Conditions or the 365 and Digital Banking Terms and Conditions, these Smart Start Money Pot Account Terms and Conditions will apply.

The Smart Start Money Pot Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to a basic savings account for their personal needs, in a monitored and controlled environment. When the Child is between the age of 16 and 18 the parent or legal guardian can request to open a new Account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Money Pot Account. The Child will then have independent control of their own account.

We can only complete the parent or legal guardian's request to open a new account if the Child completes the account opening application form.

**IMPORTANT:** The parent/legal guardian has full ownership of the Smart Start Money Pot Account and all of the money in the Account. If the parent or legal guardian has not already instructed us to do so, we will close the Account when the Child reaches the age of 18. Where there is a balance left in the Account, we will transfer those funds to a current account held with us in the sole name of the parent or legal guardian. If the parent or legal guardian does not hold such an Account, we will include advice on how to recoup the money when we give notice that the Account is being closed.

## 1.0 Smart Start Money Pot Account Terms

- 1.1 These Smart Start Money Pot Account Terms and Conditions set out the rules for the Smart Start Money Pot Account in addition to:
  - ▶ The General Terms and Conditions (See Part 2 below),
  - ▶ The Distance Marketing Information,
  - ▶ Deposit Interest Rates Table (together referred to as the **"Account Terms and Conditions"**),
  - ▶ 365 Phone and Online Banking Terms and Conditions (the **"Online Banking Terms"**).
- 1.2 You must read these Account Terms and Conditions and the Online Banking Terms carefully, and ensure you understand them fully, and agree to them, before opening a Smart Start Money Pot Account.
- 1.3 Words and phrases which are defined in the General Terms and Conditions have the same meaning when used in these Account Terms and Conditions.
- 1.4 If there is a difference between these Smart Start Money Pot Terms and Condition's and the Account Terms and Conditions, or the Online Terms and Conditions, these Smart Start Money Pot Terms and Conditions will apply.

## 2.0 Who can apply for a Smart Start Money Pot Account?

- 2.1 You may set up a Smart Start Money Pot Account (an "Account") for your Child aged 7 to 15 (the "Child"). The Smart Start Money Pot Account will be in your sole name. You and your Child must be resident in Republic of Ireland, and your Child must reside with you on a full time or part time basis.
- 2.2 Only parents and legal guardians who have opened a Smart Start Current Account for their Child can apply for a Smart Start Money Pot Account for that Child.

## 3.0 How do I open a Smart Start Money Pot Account?

- 3.1 You must have a Smart Start Current Account in order to open the Smart Start Money Pot.
- 3.2 You can apply for an Account online through the Bank of Ireland Group Website, or if you need additional support, at any Bank of Ireland Branch.
- 3.3 You will be required to complete an account application form and to provide:
  - (a) Proof of your identity and your address.
  - (b) Proof of your Child's identity, for example, a birth certificate, passport, or passport card and/or proof of guardianship.
  - (c) We may also ask you for proof of your relationship with your Child, if required.

## 4.0 Who owns the Smart Start Money Pot Account?

- 4.1 You will own the Account and all of the money in the Account, including any money lodged to the Account by you, your Child, or any other person.
- 4.2 You will be fully responsible for managing the Account in line with the Account Terms and Conditions and the Online Banking Terms.

## 5.0 How does the Smart Start Money Pot Account work?

- 5.1 The Account is designed to allow you to give your Child access to a basic savings account for their personal needs, in a controlled environment. The Account should not be used for any other purpose.
- 5.2 You can access your Account through Banking 365 Online and the BOI app by following the instructions that we give you. Once you have online access, you can view payments made into and out of the Account by your Child, view and download statements, and give certain instructions on the Account.
- 5.3 You can also give your Child online access to the Account through Banking 365 Online and the BOI app by following the instructions that we give you. By doing so, you are authorising your Child to access the Account through Banking 365 Online or the BOI app, to view transactions on the Account, and to view and download statements.
- 5.4 By giving your Child access to 365 Online, you agree that your Child is authorized to access the Account through 365 Online, 365 phone and the BOI App. In particular, you agree that your Child will be able to view transactions on the Account and view and download statements on the Account.
- 5.5 We may require you to use personalised security features called Security Credentials - now or in the future - to access your Account through our online, phone, and mobile banking Channels. These Security Credentials are also used to authorise Account transactions. You must keep all **Security Credentials** secret and safe in accordance with the **Online Banking Terms**, and must never share them with anyone.

<b>6.0</b>	<b>How to pay money in</b>	<b>10.0</b>	<b>What responsibilities do I have?</b>
6.1	You can pay money into the Account from your Smart Start Account using Banking 365 online or 365 phone.	10.1	You will be responsible for all acts carried out by your Child in relation to the Account. We will treat all transactions on the Account carried out by your Child as if you carried them out. You must ensure that your Child uses the Account and Banking 365 Online and phone services in line with these Account Terms and Conditions and the Online Banking Terms.
6.2	Money can be paid into the Account by online transfer.		
6.3	Money can be paid into the Account at any of our Branches.		
<b>7.0</b>	<b>How to take money out</b>	<b>11.0</b>	<b>What happens when my Child turns 16?</b>
7.1	You can take money out of the Account at any time by transferring the funds into your Smart Start Account. You are not required to give advance notice to the Bank to take money out of the Account.	11.1	When your Child reaches the age of 16, you can request to open a new account in your Child's sole name, and to transfer some or all of the money into that account, before closing the Smart Start Money Pot Account. Your Child will then have independent control of their own account. We can only complete your request to open an account, if your Child completes the account opening application form.
7.2	If you are a registered user of Banking 365 online, you can use either: (a) the Banking 365 online service, or (b) 365 phone, or (c) the BOI app to request to take money out of the Account and pay it into your Smart Start Account.	11.2	Any transfer of funds is subject to compliance with any requirements we have, such as anti-money regulations.
7.3	You can take money out of the Account at any Bank of Ireland Branch. Your Child cannot make cash withdrawals over the counter in any of our Branches without you present.	11.3	You should seek independent tax advice on any implications that may arise before handing over any funds to your Child.
7.4	To take money out of the Account in a Bank of Ireland Branch, you must bring Photo ID (for example: a passport or an Irish driver's license) with you.	11.4	We will contact you after the transfer of money from your Smart Start Money Pot Account into a new account in your child's sole name has been successful. Until the account is closed, you will remain the owner the money in the Smart Start Money Pot account.
7.5	<b>You should be aware that if you give your Child online access to this Account and your Child has or opens a current account with us in their own name (for example a Second Level current account) and registers it on Digital Banking they will be able to make unrestricted transfers from this Smart Start Money Pot Account to their current account by themselves.</b>	11.5	If you instruct us to close a Smart Start Account for your child and fail to advise us of an existing Smart Start Money Pot account for your child, we will close the Smart Start Money Pot Account and transfer any money held in it to an account in your sole name. If you do not hold such an Account, we will advise you on how to recoup the funds when we advise you that we are closing the account.
<b>8.0</b>	<b>What Restrictions apply to the Smart Start Money Pot Account?</b>	11.6	You can choose to withdraw some money from the Account before you close it. You can do this by transferring money to your Smart Start Account and by then making a credit transfer to your own account held with us. Alternatively, you can withdraw the money in a Bank of Ireland Branch. The rate may change from the current rate of your Smart Start Money Pot account. Please check the Deposit Interest Rates Table for the rates applicable at the time.
8.1	The Account operates like a demand deposit account, but with certain restrictions:		
(a)	To open a Smart Start Money Pot Account for your Child, you must have opened a Smart Start Current Account for them.	<b>12.0</b>	<b>Fees and Charges</b>
(b)	You must be 18 years or older to open an Account.	12.1	Your Account will be exempt from fees for maintaining the Account. You can get a copy of our Schedule of Fees and Charges from any of our Branches or from our website <b>bankofireland.com</b> .
(c)	You can hold one Account with us as a sole account holder for each of your children aged 7 to 15.	<b>13.0</b>	<b>Interest Rate</b>
(d)	The Account is a Euro Account only.	13.1	We pay you a variable interest rate. We show you the interest rate for the Account in the version of the Deposit Interest Rates Table that is current and provided to you when you open the Smart Start Money Pot Account.
(e)	The maximum balance that may be held in the Smart Start Money Pot Account is €5,000.	13.2	All interest rates on the Deposit Interest Rates Table are quoted based on a 365 Day calendar year. Interest is subject to Deposit Interest Retention Tax ("DIRT") at the prevailing rate.
(f)	If you exceed the limit set out in (e), we may block the account to credits and contact you to bring the balance below the maximum balance. This means that any payments you or anybody else tries to pay into the account will fail until the block is removed.	13.3	When the Smart Start Money Pot is closed, the rate for the new Account you choose will apply. Further Information will be available on the Deposit Interest Rates Table.
(g)	Your Child will not be able to make transactions over the counter in Branch without you.		
<b>9.0</b>	<b>What controls do I have?</b>		
9.1	You can view and manage the Account by adding it to your Banking 365 online profile.		
9.2	You can ask the bank to close the Smart Start Money Pot Account at any time.		

**14.0 How is interest paid to my Account?**

- 14.1 We pay you interest annually, typically in March of every year.
- 14.2 As shown in the Deposit Interest Rates Table, the interest rate applied may depend on the amount in the Account.

**15.0 How do I close the Smart Start Money Pot Account?**

- 15.1 You can end this agreement, and close the Smart Start Money Pot Account at any time by contacting your local Branch.
- 15.2 If you instruct us to close a Smart Start Account for your child, and fail to advise us of an existing Smart Start Money Pot account for your child, we will close the Smart Start Money Pot Account and transfer any money held in it, to an Account in your sole name. If you do not hold such an Account, we will advise you on how to recoup the funds when we advise you that we are closing the Account.

**16.0 Can the Bank close the Smart Start Money Pot Account before my Child is 18?**

- 16.1 Yes we can end this agreement and close the Account for the reasons set out in the General Terms. In addition, we can close the Account immediately or block any payments from it if:
- (a) you or your Child dies; or
  - (b) we believe that the Account is being used for a purpose other than the personal needs of your Child; or
  - (c) you are no longer the legal guardian or have been deemed to have no parental rights to your Child; or
  - (d) you have exceeded the maximum limit on the Account; or
  - (e) your Child requests us to remove them from the Account; or
  - (f) your Child is over 18 years old; or
  - (g) it is not possible for us to contact you because you have changed contact details and have not advised us so that we can update our records.
  - (h) you have closed your Smart Start Current Account.

We do not have to notify you beforehand if we close or block your Account, for any of the reasons set out in this clause.

We are not liable to you, or anyone else, if we close or block the Smart Start Money Pot Account, for any reason listed in the Account Terms and Conditions.

**17.0 What happens when my Child turns 18?**

- 17.1 You agree that if you have not instructed us to open a new account in your Child's sole name, and to close your Smart Start Money Pot Account before they reach 18 years of age, we may close the Account. Where you hold an existing sole personal current account, we will transfer any money to that account and close the Smart Start Money Pot Account. Where you do not hold a sole personal current account with us, we will close the Account, and if there is a balance we will advise you how you can recoup your money. We will contact to you before we do this.
- 17.2 You agree that if we do not enforce clause 17.1 or we delay in enforcing it, it will not prevent us from taking any action to enforce it in the future.

## Part 2: General Terms and Conditions

### 1. Definitions

- 1.1 "365 Online" means our internet banking service accessed via a web browser;
- 1.2 "365 Phone" means our telephone banking service;
- 1.3 "Account" means the account in your name with us that has the product name shown in the Terms and Conditions for the Chosen Product when you open it; the word "Account" also refers to that account where we give it a new name or number or transfer the money in your Account to a new account in your name (for example, after the Chosen Product ends);
- 1.4 "AER" means annual equivalent rate;
- 1.5 "Bank of Ireland 365" means our 365 Online and 365 Phone banking;
- 1.6 "Banking Day" means any day on which we are open for business in the Republic of Ireland, other than a Saturday, Sunday or bank holiday; and non-banking day means any other day;
- 1.7 "BIC" means the Bank Identifier Code;
- 1.8 "Chosen Product" means the particular deposit account product that you have chosen, that is named in the Terms and Conditions for the Chosen Product and that has the features set out in them;
- 1.9 "Consumer" means a human being who uses the Account or enters the Terms and Conditions for the Chosen Product for purposes other than his or her trade, business or profession;
- 1.10 "Cut-off time" means the latest time in any Banking Day that we can process a particular account transaction, request or instruction on that Banking Day. Further details are available at [www.bankofireland.com](http://www.bankofireland.com);
- 1.11 "Digital banking" (a) means our present and future online banking services which can be accessed through 365 Online, Business Online, Bank of Ireland Mobile Banking, and services available on [www.bankofireland.com](http://www.bankofireland.com); and (b) includes a reference to 365 Online and/or Business Online, Bank of Ireland Mobile Banking and [www.bankofireland.com](http://www.bankofireland.com); where that makes sense;
- 1.12 "DIRT" means Deposit Interest Retention Tax;
- 1.13 "eStatement" means any document or statement provided or made available in electronic form;
- 1.14 "General Terms and Conditions" means the terms and conditions in this Part 2;
- 1.15 "IBAN" means the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account;
- 1.16 "Ireland" means the Republic of Ireland;
- 1.17 "Joint Account" means an Account opened in more than one name;
- 1.18 "Joint Account Holders" means the persons in whose names a Joint Account is opened;
- 1.19 "negative interest", "negative rate" and "negative rate of interest" and any similar expression each mean a rate of interest that is less than 0% per annum, such that you pay interest to us;
- 1.20 "Paper payment(s)" (a) means cheques, drafts, postal orders, Government warrants, travellers' cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 1.21 "positive interest", "positive rate" and "positive rate of interest" and any similar expression each mean a rate of interest that is more than 0% per annum, such that we pay interest to you;
- 1.22 "prevailing rate" means the rate of interest we apply after the Chosen Product ends or you breach the Terms and Conditions for the Chosen Product. For example, the prevailing rate can be the Variable Rate Call rate;
- 1.23 "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority;
- 1.24 "Sanctions Authority" means:
  - i. the United States of America;
  - ii. the United Nations Security Council;
  - iii. the European Union;
  - iv. the United Kingdom; or
  - v. the respective governmental institutions of any of the foregoing including Her Majesty's Treasury, the Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government;
- 1.25 "Sanctioned Country" means any country or other territory subject to a country-wide export, import, financial or investment embargo under any Sanctions (as defined and construed by the relevant Sanctions Authority). A full up-to-date list of sanctioned countries can be found on our website at [www.bankofireland.com/sanctions](http://www.bankofireland.com/sanctions);
- 1.26 "Sanctions List" means any list issued or maintained and made public by any of the Sanctions Authorities as amended, supplemented or substituted from time to time;
- 1.27 "Sanctioned Person" means any person that is:
  - i. listed on, or majority owned or controlled by a person listed on, a Sanctions List;
  - ii. a government of a Sanctioned Country;
  - iii. an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; or
  - iv. resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country;
- 1.28 "Sort code" means the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland;
- 1.29 "Taxation law" means the law on taxation in any jurisdiction which applies to the Account or to interest we pay you, for example the Taxes Consolidation Act 1997 as amended and any regulation made under it;
- 1.30 "Terms and Conditions" means the terms and conditions which apply to the Account and include the General Terms and Conditions and the Terms and Conditions for the Chosen Product, as they may be amended from time to time;
- 1.31 "Terms and Conditions for the Chosen Product" means the terms and conditions (in Part 1) that apply to the Chosen Product, in addition to the General Terms and Conditions;
- 1.32 "We", "us", and "our" means the Governor and Company of the Bank of Ireland having its Registered Office at 2 College Green, Dublin, D02 VR66 and its successors, and legal or equitable transferees or assignees;
- 1.33 Any reference to "write", "writing", "written", any other form of the verb to write (or to something that can be read) includes the following: (a) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and (b) any email, SMS (text message to a mobile phone), pop up on our app, by facsimile or other electronic communication where you have given us contact details for any such means of communication;
- 1.34 "You" and "yours" means the person or persons in whose name(s) the Account is opened. If you have a Joint Account, references in these Terms and Conditions to 'you' and 'your' include the Joint Account Holders, together and separately.

## 2. Your Account – what governs it

- 2.1 The Terms and Conditions apply to the Account.
- 2.2 The operation of your Account is also subject to general banking law, regulation and practice including but not limited to (i) banking and payments regulation, (ii) anti-money laundering and terrorist financing regulation and (iii) data protection regulation. These are in addition to the Terms and Conditions (for example, on matters not covered by them) and we may suspend the operation of your account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your account, or stopped any transaction.
- 2.3 We reserve the right not to open an Account.
- 2.4 You must not use the Account in any way which would breach any Sanction. You must not authorise or knowingly permit any person to use the Account in any way which would breach any Sanction. For example, you must not use the Account or permit a person to use the Account: (a) to make a payment to fund a trade, business or any activity that involves or benefits a Sanctioned Person or a Sanctioned Country; (b) to make a payment to fund a trade, business or activity that takes place in a Sanctioned Country; (c) to take in a payment of money where some or all of it is from a Sanctioned Person or Country; (d) to take in a payment of money where some or all it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or Country; or (e) in a way that indirectly involves anything that is mentioned in the previous examples.

## 3. Account must be kept in credit

- 3.1 You must keep the Account in credit at all times.

## 4. Paying money into and out of your Account

- THERE CAN BE RESTRICTIONS ON WHEN YOU CAN TAKE MONEY OUT OF YOUR ACCOUNT. IF YOU HAVE A TERM ACCOUNT AND TAKE MONEY OUT EARLY YOU MAY HAVE TO COMPENSATE US IF WE SUFFER A LOSS AS A RESULT.
- Your account may not allow you take money from your account in our branches so that you can only take it out by using our Banking 365 banking services or other means we make available. PLEASE CHECK THE TERMS AND CONDITIONS FOR YOUR CHOSEN PRODUCT BEFORE YOU OPEN YOUR ACCOUNT IF YOU WISH TO BE ABLE TO TAKE MONEY OUT IN A BRANCH.

- 4.1 The Terms and Conditions for the Chosen Product may (a) limit your ability to lodge money to or take money from the Account and/or (b) mean there is a financial disadvantage to you if you take money out of the Account before the Chosen Product ends. PLEASE CHECK THE TERMS AND CONDITIONS FOR YOUR CHOSEN PRODUCT BEFORE YOU TAKE MONEY FROM THE ACCOUNT.
- 4.2 You can pay money into the Account at any of our branches but not if the Terms and Conditions for the Chosen Product say otherwise (for example, if they say you can only pay money in using 365 Online or 365 Phone).
- 4.3 You can take money out of the Account at any of our branches. You can take money out of the Account using 365 Online or 365 Phone where we tell you that it is possible (for example, by a message to you on the phone or on 365 Online). You cannot take money from the account by standing order, direct debit, or by using an ATM card.

## 5. Cheques and paper payments

You must be very careful when you pay cheques to your account. We may show you the amount of a cheque lodged (paid in) to your account before it has been cleared. This does not mean the amount of the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.

- 5.1 When you lodge a paper payment (for example, a cheque) into your Account, we ask the payer's financial institution to pay the amount to us on your behalf. When the payer's financial institution pays the amount to us, the paper payment is said to be "cleared for withdrawal".
- 5.2 When you consider how much you can withdraw from your Account, you should not count in the value of any paper payment lodged into your Account unless and until it has been cleared for withdrawal.
- 5.3 It can take 5 Banking Days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from a financial institution in Northern Ireland or abroad or from a Government office.
- 5.4 If the paper payment is returned unpaid by the payer's financial institution, we take the amount of the paper payment back out of your Account.

## 6. Foreign cheques

If you lodge (pay in) a cheque that is not in Euro and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.

- 6.1 If you lodge a paper payment (for example, a cheque) to your Account in a currency other than Euro, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account. If the payer's financial institution returns the paper payment unpaid, we calculate the amount we take back using our exchange rate for that currency on the date we take the amount back. We are not liable for any loss you may suffer or any expense you have as a result.

## 7. Interest

- 7.1 *Positive interest.* For so long as positive interest applies to a credit balance on the Account or part of it we pay positive interest on the Account as set out in the Terms and Conditions for the Chosen Product. Any positive rate of interest set out in the Chosen Product Terms and Conditions comes to an end when the Chosen Product ends (for example, the end of the term if the Account is a term deposit).
- 7.2 We pay you positive interest annually typically in March.
- 7.3 If the Terms & Conditions for the Chosen Product or the Deposit Interest Rate Table say the interest rate for the account is variable, the Terms and Conditions that allow us change an interest rate apply to the Chosen Product.
- 7.4 We will give you details of the applicable interest rate(s) on the Account by giving or sending them to you or by showing them in our branches or on our website [www.bankofireland.com](http://www.bankofireland.com)  
The details will include:
  - 7.4.1 The annual percentage interest rate;
  - 7.4.2 The annual equivalent rate (or AER);
  - 7.4.3 Whether the interest rate is a fixed interest rate or a variable interest rate;
  - 7.4.4 Whether the interest rate is a positive or negative rate or is 0% per annum;

- 7.4.5 Whether tiered interest rates apply to different balances.
- 7.5 DIRT is deducted at the rate set out in tax law, where it applies, to positive interest only.
- 7.6 We (a) quote (b) calculate and (c) apply interest based on a 365 day year. We quote interest rates before the deduction of DIRT (unless we say otherwise).
- 7.7 We calculate interest each day based on the amount of money in the Account.
- 7.8 *Tiering of interest*
- 7.8.1 We may apply interest rates to your Account in any of the following ways;
- 7.8.2 We may apply the same interest rate to the entire Account balance;
- 7.8.3 We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to;
- 7.8.3.1 the credit balance on the Account; or
- 7.8.3.2 the aggregate of the credit balances of the Account and those on some or all of the other accounts you have with us (whether they are of a similar type or not);
- 7.8.3.3 Where there is tiering of interest rate(s), any reference to "Account" or to the credit balance on the Account in this Clause about tiering includes a reference to part of the credit balance as appropriate, by reference to how the interest rates on the Account are tiered.
- 7.8.3.4 Any reference in the Terms and Conditions to 'tier', 'tiering' (or similar) of an interest rate shall be a reference to what is provided for in this Clause about tiering.
- 7.8.4 *Tiered interest rates, groups of companies.* This clause applies if you are a company or incorporated body in a Group. We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to the aggregate of the credit balances of the Account and those on some or all of the other accounts you or members of your Group have with us (whether they are of a similar type or not). (This clause applies in addition to any other clause that provides for tiering in the Terms and Conditions). In this clause "Group" means a "group of companies" as defined in Section 8 of the Companies Act 2014.
- 8. Negative interest**
- We can apply negative interest to money in your account which means you pay us interest. This is because we need to be able to deal with market conditions that sometimes arise where we must pay negative interest to the European Central Bank or another organisation. We can also cap (limit) the amount of money you can have on your account to help us deal with such market conditions. We will always tell you beforehand before we apply negative interest.
- 8.1 We may at our discretion apply a negative rate of interest to the Account at a rate or rates that we determine. You pay negative interest to us. We can notify you of a negative interest rate: (a) in the documentation we give you when you open the Account which will mean that negative interest will apply from the time you open the Account; or (b) at any time at our discretion by sending you notice in a way allowed for in these General Terms and Conditions in which case the negative interest will apply from the effective date set out in the notice;
- 8.2 If the Terms and Conditions for the Chosen Product set out any negative interest rate or rates, it or they will apply for so long as the Chosen Product Terms and Conditions apply (if such negative interest rate is variable, the General Terms and Conditions that allow us to change the rate will apply to that rate);
- 8.3 If the Terms and Conditions for the Chosen Product do not set out any negative interest rate or rates, we can change any variable interest rate set out in the Terms and Conditions for the Chosen Product to a negative interest rate at any time at our discretion by sending you notice in a way allowed for in these General Terms and Conditions;
- 8.4 The prevailing rate for the Account can be a negative rate. This means, for example, that you may have to pay us prevailing interest at a negative rate when the Terms and Conditions for the Chosen Product end or you breach them;
- 8.5 When we give you details of the applicable interest rate(s) on the Account we will tell you if any rate is a negative rate.
- 9. About Negative interest**
- 9.1 If negative interest applies to the Account, the effect will be that we will calculate negative interest on the credit balance on your Account each day based on the cleared balance on the Account in euros, excluding cents, using the negative interest rate that applies and you will be obliged to pay us negative interest in full and on time. Any amount of negative interest that becomes due by you to us is called a "Negative Interest Amount".
- 9.2 For so long as negative interest applies, the Negative Interest Amount will be due from you on a monthly basis on a date we determine and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 9.3 You permit us to deduct and withdraw any Negative Interest Amount from your Account and the balance on the Account shall be reduced as a result.
- 9.4 For so long as negative interest applies to your Account, you agree to keep enough money in your Account to pay each Negative Interest Amount in full and on time. We can refuse to allow you withdraw money from your Account where we reasonably anticipate that a withdrawal will cause a breach of this clause.
- 9.5 If the amount of money standing to the credit of the Account is not enough to pay in full a Negative Interest Amount due to us (the amount of such shortfall being the "Shortfall Amount") you agree to pay the Shortfall Amount within three Banking Days of the due date for payment of the corresponding Negative Interest Amount (or on our demand).
- 9.7 Nothing in the Terms and Conditions about negative interest shall be interpreted to oblige us to pay you interest on any debit balance that may arise in the Account.
- 9.8 When we change our interest rates we may change a positive interest rate to a negative interest rate or vice versa. We may change (a) a negative rate of interest to a rate that is more negative or less negative; and (b) a positive rate to a rate that is more or less positive. We may change a positive or negative interest rate to 0% per annum. (This clause does not apply to any rate that is fixed under the Terms and Conditions for the Chosen Product).
- 10. Accurate instructions**
- 10.1 You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate. We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.

## 11. BIC, IBAN, Sort Code

You may need to use a BIC and IBAN or account number and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.

- 11.1 You agree that when we process any payment to your Account, made by yourself or by a third party, we will rely on the BIC, the IBAN or the Sort Code; and the account number that is given with the payment. If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.
- 11.2 If we receive a payment or payment instruction that does not have the information that we need to identify the account that is to receive the payment, for example, an account number and Sort Code (or IBAN and BIC), we may refuse to process it. We will tell you if we refuse to process a payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 11.3 If we receive a payment or payment instruction after the relevant cut-off time we will not process it until the next Banking Day. The cut-off time is the latest time on a Banking Day that we can process a particular account transaction. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times or refer to [www.bankofireland.com](http://www.bankofireland.com).
- 11.4 If we receive a payment or payment instruction on a non-banking day we will treat it as if we had received it on the next Banking Day.
- 11.5 The financial institution where the payee's account is held controls payment into that account. We are not responsible for that.

## 12. Incorrect, disputed or unauthorised transactions

If money is paid into your account by mistake we can correct that by taking it out again. We don't need to tell you in advance.

- 12.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment.
- 12.2 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that we may give our records as evidence of dealings in relation to your Account in any way that the law allows for.
- 12.3 If an unauthorised payment is made from your Account, we will refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, the Bank will be entitled to recover it from your Account without further reference to you.
- 12.4 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your

Account to the way it would have been if the transaction had not happened.

- 12.5 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.

## 13. Account transaction fees

- 13.1 We do not charge transaction fees for cash lodgements, cheque lodgements to or cash withdrawals from the Account. However, we could introduce such fees in future. If we do, we will give you notice as required by law. You may be charged a fee on the account you use to fund such a cash lodgement, cheque lodgement or receive such a cash withdrawal.

## 14. DIRT

- 14.1 By law, we must take DIRT from the positive interest we pay (unless you are exempt from this under Taxation Law and fulfil the required conditions).
- 14.2 The Government sets the rate of DIRT and may change it at any time.
- 14.3 Under Taxation Law, the Revenue Commissioners can ask us to send them details on the interest we pay out and to whom we pay it.
- 14.4 If you are resident in the Republic of Ireland and qualify under Taxation Law, you may be able to get an exemption from DIRT for your Account. To get this exemption:-
  - 14.4.1 You must complete a declaration in the form required by the Revenue Commissioners for each deposit account opened; you must do this correctly and within the time limits set out in Taxation Law;
  - 14.4.2 You must give us the completed form within the time limits set out in Taxation Law; or, if applying on the basis of permanent incapacity, you must send the form to your local Revenue office;
  - 14.4.3 Interest must be paid to the Account or to another account in your name.
  - 14.4.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

## 15. Non-Residents and DIRT

- 15.1 If you are not resident in the Republic of Ireland under Taxation Law, you may be able to get an exemption from DIRT for your Account. To get this exemption:-
  - 15.1.1 You must complete a declaration of non-residence in the form required by the Revenue Commissioners for each deposit account opened; you must do this correctly and within the time limits set out in Taxation Law;
  - 15.1.2 You must give us the completed form within the time limits set out in Taxation Law;
  - 15.1.3 You must keep €6,500 (inclusive of accrued positive interest) or more in the Account at all times; and
  - 15.1.4 Interest must be paid to the Account or to another account in your name.
- 15.2 We will apply DIRT to the positive interest paid to you if the balance on your Account is less than €6,500 (inclusive of accrued interest), even if you are non-resident.
- 15.3 We generally write to you if the clause above applies (but we have no liability to you if we do not).
- 15.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

## 16. Term Accounts

- 16.1 Usually, your Chosen Product lasts for a finite period (or "term") only. The length of the term is set out in the Terms and Conditions for the Chosen Product.
- 16.2 Sometimes, the Terms and Conditions for the Chosen Product may allow you to choose from a list of alternative

terms (for example, they may allow you choose a term of 3, 6 or 12 months). We confirm your choice of term to you in writing.

- 16.3 We calculate terms in weeks. For example, a 6 month term is one of 26 weeks, a 1 year (or 12 month) term is one of 52 weeks, a two year (or 24 month) term is one of 104 weeks.
- 16.4 The term starts on the day we give you your account number and this may be earlier than the day you first pay money into the Account.
- 16.5 The term always ends on a Banking Day. If (but for the rest of this Clause) the term would otherwise end on a non-banking day, it will end on the next Banking Day to occur.
- 16.6 If the Account is a term account we add any positive interest at the end of the term and then pay it to you (or, if you tell us to, we pay it to another account in your name with us). If we apply a negative interest rate during the term we take it from the account on the last day of the term. Different arrangements for the payment of interest will apply if the Terms and Conditions for the Chosen Product say so.

## **17. When the Chosen Product comes to an end or if Terms and Conditions are breached**

- 17.1 This Clause sets out what happens when the Chosen Product comes to an end or the Terms and Conditions (including those of the Chosen Product) are breached. If the Terms and Conditions for the Chosen Product provide for what happens when the Chosen Product ends, those provisions will apply instead of this Clause (or they will apply to the extent that they differ from what Clause contains).
- 17.2 You can tell us to move the money in your Account to another Chosen Product or product type or to pay it to you on the date when the Chosen Product comes to an end. If you do, we will obey your instruction. If you do not or if the Terms and Conditions are breached, the Terms and Conditions will continue to apply with the following differences:
  - 17.2.1 We may change the product name of your Account from the Chosen Product name to another name (for example, we can re-name it as a Variable Rate Call account) and/or we may give the Account a new account number;
  - 17.2.2 We will apply interest at the prevailing rate. The prevailing rate can be positive, negative or 0%. For so long as the prevailing rate for the Account is (i) a positive rate we pay you interest at a positive rate; (ii) 0% per annum we will not pay you interest and you will not pay us interest; and (iii) a negative rate you pay us interest at a negative rate.
  - 17.2.3 The Terms and Conditions for the Chosen Product will no longer apply; for example you will be free to take money from your Account at any time.
  - 17.2.4 You will be able to take money out of the Account without prior notice.

## **18. Account statements**

Where electronic statements are available you will only receive them if you register with us for digital Banking.

- 18.1 We will provide you with statements for the Account annually; or at an interval you and we agree to. We will always provide you with statements at intervals and with content that complies with any law, regulation or code that applies to the Account. The statements will be provided for free.
- 18.2 We do not have to provide you with an annual statement for the Account if it has a credit balance that is €20 or less.
- 18.3 Once your Account is registered for Digital Banking and eStatements are available for your Account, you will

have access to eStatements for your Account and you will not receive paper versions of some or all documents or statements for your Account. If you request a paper copy of an eStatement we will treat this as a request for a duplicate statement and it will be managed in line with our duplicate statement process. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between you and us, are satisfied when we provide you with the relevant document or eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to documents in electronic form and eStatements as the reference so requires. eStatements can be viewed and downloaded by you and will be stored by us in accordance with your Digital Banking terms and conditions. We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some notifications by editing your preferences through Digital Banking. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.

## **19. Identification**

- 19.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:
  - 20.1.1 Proof of your identity, address and your PPSN or other form of tax number;
  - 20.1.2 How you got the money that you wish to pay into your Account; and
  - 20.1.3 Facts about the person, business or group to whom you wish to pay money from your Account.
- 19.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity for example, a passport or photo driving licence. We do this in order to protect your Account from the risk of fraud or following a period of inactivity on your Account.
- 19.3 We may take whatever action we consider appropriate under any law (Irish or otherwise):
  - (a) against fraud, money laundering or terrorism; or
  - (b) concerning financial and other sanctions against people, organisations or states.For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else that results from our following any such law or taking action we consider appropriate to comply with it.

## **20. Changes to the Terms and Conditions**

- 20.1 We may for a valid reason add to or change these terms and conditions. For example we may provide for new transaction charges or change existing ones.
- 20.2 Here are examples of valid reasons for us to make any such change:
  - i. to better comply with a law, regulation or other legal duty;
  - ii. to reflect a change in the law, code of practice, or a decision, recommendation by a court, ombudsman or regulator;
  - iii. to improve the services we provide customers;
  - iv. to remove (or change) a service if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a

- reasonable return on investment or equity;
  - v. to reflect changes in our business model, or the way we do business;
  - vi. to reflect changes in technology or in our systems;
  - vii. (where a change concerns a charge) to ensure we are competitive; to enable us to maintain long-term sustainability of our business in the Republic of Ireland; to reflect any change in the costs we reasonably incur in administering deposit accounts; or to reflect any change in taxation which affects the profit we earn from our ordinary activities.
  - viii. for a reason that is related to any of the previous ones.
- 20.3 We will tell you in advance before we make any change of a type set out in this clause. We will give you a valid reason for any such change. The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time and may be by letter, electronic mail, telephone (including recorded message) or other means of communication we deem appropriate.
- 20.4 If we change or add to these terms and conditions, you may end this contract and close your Account for free of charge but first you must pay us any money you otherwise owe us in connection with your Account.
- 20.5 If we tell you about any change to the Terms and Conditions and you do not ask us to end this contract before the effective date of the change, you will be deemed to accept the change.
- 20.6 This clause does not apply changes in interest rates, the next clause does instead.

## **21. Changes to interest rates**

- 21.1 We may change our interest rates up or down at any time. We will tell you of changes in interest rates in a way that complies with law. We will choose the way that we tell you; we can do it by letter, electronic means, telephone (including recorded message) or other means of communication we deem appropriate.
- 21.2 If a change is to your benefit we may decide to make the change immediately and tell you afterwards.
- 21.3 We cannot change interest rates when the interest rate is fixed, as set out in the Terms and Conditions for the Chosen Product, or the Deposit Interest Rates Table.
- 21.4 We will tell you the reason for the interest rate change in the notice. It will be at least one of these reasons:
- i. To reflect prevailing deposit interest rates in the market whether positive, negative or 0%, (but the interest rate is not linked to any reference or market rate);
  - ii. To reflect any change in the deposit interest rates our competitors pay or charge;
  - iii. To ensure we are competitive;
  - iv. To enable us to maintain long-term sustainability of our business in the Republic of Ireland;
  - v. To reflect any change in the costs we reasonably incur in administering deposit accounts or in paying the European Central Bank or other company or person a negative rate of interest on money we deposit with it;
  - vi. To reflect any change in taxation which affects the profit we earn from our ordinary activities;
  - vii. To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator; and
  - viii. To reflect one or more of the things listed including anything that has occurred or we have reason to believe they are likely to occur.
- 21.5 If we notify you that an interest rate is to be changed, you have the right to terminate (end) this agreement in

line with the clause below (under the heading "Ending This Agreement").

## **22. Losses and expenses caused by breaking contract**

If you break the Terms and Conditions in a way that causes us to lose money, you will have to compensate us.

- 22.1 If you break the Terms and Conditions, and that causes us, our officers or employees to suffer any loss or have any expense, you will compensate us (or them) in full if we ask you.

## **23. Joint Accounts**

If you have a joint account you are both (or all) equally liable to us for anything that we are owed on the account. One of you will be able to give us an instruction on the account without getting permission from the other person (or other people). We can send notices and letters to just one of you and the terms and conditions say that's enough to notify both (or all) of you.

Where the Account is a Joint Account the following applies:

- 23.1 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from any of you. This means we can ask all or any one of the Joint Account Holder's to:
- (a) pay us any money owing to us in connection with your Account; and
  - (b) meet any obligation concerning your Account.
- 23.2 Unless we have agreed that we need the consent of each Joint Account Holder or have a legal obligation to get this consent, we can act on the instructions of only one of you. This means any one of you can ask us to do certain things with the Account without the other Joint Account Holders knowing, including closing the Account, taking all or any money out of the Account, asking for communications (including statements) to be provided electronically or on paper or ending services.
- 23.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form) this will be deemed to be notice to all of the Joint Account Holders.
- 23.4 Unless we have a legal obligation to do so we won't ordinarily ask or enquire about the reasons for any instructions or reconfirm these instructions with any other Joint Account Holder even when there is a dispute among the Joint Account Holders.
- 23.5 Unless you have instructed us otherwise in writing and in a form agreed by us, on the death of any Joint Account Holder any money standing to the credit of the Joint Account will be paid to or at the order of any surviving Joint Account holder(s). This clause is (a) subject to compliance with any legal requirements; and (b) is without prejudice to our right of set-off or any other of our rights acquired by law.

## **24. Reading this document and other matters**

- 24.1 Each of the Terms and Conditions is separate from the others. If any Term or Condition is illegal or cannot be enforced now or in future, the rest of the Terms and Conditions will remain in full force and effect.
- 24.2 Where there is a conflict between the General Terms and Conditions and the Terms and Conditions for the Chosen Product, the latter will prevail.
- 24.3 If we do not enforce the rights we have under the Terms and Conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.

- 24.4 In the Terms and Conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of the Terms and Conditions is never limited to these examples.
- 24.5 We add headings and explanatory notes (which may appear in boxes) to clauses in this document to assist you; they do not form part of the legal agreement between you and us.
- 24.6 When a person performs a transaction on your behalf in relation to your Account, the Terms and Conditions will apply just as if you had performed the transaction yourself. Each reference to “you” should be read as such.
- 24.7 A reference to a “person” includes a human being, corporation, partnership or organisation.
- 24.8 A reference in the singular includes a reference to the plural and vice versa, where this makes sense (for example, “person” can mean “persons”, and “persons” can mean “a person”).
- 24.9 Any reference to “interest” or “interest rate” or “rate of interest” in the Terms and Conditions is a reference to interest that applies to a credit balance in the Account and includes a reference to a positive rate of interest; a negative rate of interest and a rate of interest of 0% per annum (unless the context indicates otherwise).
- 24.10 This clause only applies to these terms and conditions if you entered them on or after 29 November 2022. Nothing in these terms and conditions (a) takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our “Part 4 Liabilities”) or (b) excludes or restricts any of our Part 4 Liabilities. Nothing in these terms or conditions is to be interpreted to exclude or restrict any of our Part 4 Liabilities. Here are examples of our Part 4 Liabilities: our duty to supply a service in conformity with a contract under which we supply a service to you which includes meeting the tests for subjective and objective conformity set out in Part 4 of the Act; our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; our duty to charge a reasonable price for a service where a contract between you and us does not set one out.
- 24.11 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation or disruption beyond our control.
- 25. Making a complaint/the Financial Services and Pensions Ombudsman**
- 25.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website ([www.bankofireland.com](http://www.bankofireland.com)). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.) If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email. If you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
- 26. Ending this agreement**
- We can close your account if you have less than €10 in it and you don't use it for 12 months.
- 26.1 You may ask us to close your Account at any time, subject to the Chosen Product Terms and Conditions, by writing to the branch where you opened the Account. If you close the Account before the Chosen Product matures, the next clause (which is about broken funding and reduced interest) could apply. If you close your Account, (a) we will pay you any balance on your Account; and (b) you will pay us everything you owe us in relation to your Account (for example, any overdrawn balance).
- 26.2 If you withdraw money from the Account or close it before the Chosen Product matures, there may be a funding loss which we will require you to compensate us for and/or the interest rate may be reduced. See details in the Terms and Conditions for the Chosen Product.
- 26.3 We may end these Terms and Conditions and close your Account by giving you two months' notice.
- 26.4 We may close your Account immediately or block any payments from it if:
- 26.4.1 you die;
  - 26.4.2 you are declared bankrupt or insolvent in Ireland or anywhere else;
  - 26.4.3 if you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise.
  - 26.4.4 you have failed security checks;
  - 26.4.5 we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
  - 26.4.6 we are required to do so by law, regulation or direction from an authority we have a duty to obey;
  - 26.4.7 the balance on your Account is between zero and €10.00 and you have not carried out an account transaction on it for a period of 12 months or more; or
  - 26.4.8 you have breached the Terms and Conditions.
- 26.5 We do not have to notify you beforehand if we close or block your account for any reason listed above. We are not liable to you or anyone else if we close or block your Account for any reason listed above.
- 26.6 We will tell you how the block on your Account can be removed (if it can be).
- 26.7 *BOI not liable for disruption beyond our control.* We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.
- 27. Notices**
- 27.1 We may give you notice of anything which concerns the Account:
- 27.1.1 by sending you a letter by prepaid ordinary post to your address last known to us. If we do, you will be deemed to receive the letter the day after posting; or
  - 27.1.2 writing in any other way allowed by law.
- 28. Law & Language**
- 28.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- 28.2 The English language is and will be used for the purpose of interpreting these Terms and Conditions of the Account and for all communication in connection with the Account.

28.3 Any references to law (for example, Taxation Law) in these Terms and Conditions are accurate on the print date or publication, and may not reflect later changes in law.

**29. Counting the total amount you deposit with us**

- 29.1 We can include the total amount of money you have on deposit in all the accounts you have with us to help us decide:
- (a) what interest rate we should apply, for example, if it should be a negative interest rate; or
  - (b) whether you meet any rule that limits the amount you can deposit with us; or
  - (c) for other purposes where such a calculation is needed. When we calculate that total we can include:
    - (i) any account in your sole name; or
    - (ii) any account that is in the joint names of you and another person or any number of other persons.
- We will count joint accounts in one of the ways that follows.
- 29.2 *Counting joint accounts.* When we calculate what money you own in a joint account:
- (a) we can count your share of it; and
  - (b) when we include your share of a joint account we can treat all joint accounts as being owned by the account holders in equal shares (for example, we assume customers each own half of an account in two joint names; or a third each of an account in three joint names) unless all of the account holders tell us in writing that the shares are not equal.
- 29.3 *Alternative way of counting joint accounts.* We can, in the alternative, count all accounts in the same joint names together. If you have a share in a joint account we include in this alternative way, we will not also include that share in any other calculation of the total of the amount you have on deposit with us.

# Distance Marketing Information

**Note: The following information is relevant to you if you opened or changed your Account product without face-to-face contact with us (for example, by phone or internet).**

**Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (the "DMD Regulations").**

## About us

We are the Governor and Company of the Bank of Ireland also known as Bank of Ireland. The Bank's Registered Office is at 2 College Green, Dublin, D02 VR66. The registered number of Bank of Ireland in the Companies' Registration Office is C-1 and the Bank's VAT number is IE8Y42002P.

The Bank of Ireland is licensed under the Central Bank Act 1971 by the Central Bank of Ireland. If you wish to contact the Bank in connection with the Account, please write to the Bank of Ireland branch where you opened the Account or our Head Office (and we will send your letter to the appropriate branch).

## Our main business

The principal business of the Bank is the provision of retail financial services to customers. This includes taking deposits and lending.

## Description of Financial Service

The Smart Start Money Pot Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to a basic savings account for their personal needs, in a monitored and controlled environment. When the Child is between the age of 16 and 18 the parent or legal guardian can request to open a new Account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Money Pot Account. The Child will then have independent control of their own account. We can only complete the parent or legal guardian's request to open a new account if the Child completes the account opening application form.

## Your right to cancel

You may cancel the Account under the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 (the "Regulations") within 14 days of the opening of the Account by writing to your Account opening branch. Any credit amount in the Account and interest due at the date of cancellation will be returned to you. If you do not exercise your right to cancellation within 14 days of opening the Account, the Terms and Conditions that apply to the Smart Start Money Pot continue to apply.

## Minimum Duration

The parent or legal guardian can close the Smart Start Money Pot Account or they can leave it open until the Child is 18. Once the Child is 18 the Bank may close the account and transfer any money held to an Account held in the parent's or legal guardian's sole name.

## Fees and Charges

We do not charge a fee for opening the Account or for allowing you to make cash lodgements, cheque lodgements, or cash withdrawals (we reserve the right to introduce fees in future, for details see the General Terms and Conditions).

## DIRT

We deduct Deposit Interest Retention Tax ("DIRT") at source on any interest we pay customers unless you are exempt from this under Taxation law and fulfil all of the required conditions. For more details, see the General Terms and Conditions. The government sets the rate of this tax. The rate of DIRT in force on the date of interest payment, applies to all interest paid on that date.

## Payment and performance

We pay interest and (in general) either add it to your Account or pay it to another Bank of Ireland account in your name.

## Early Termination

We may end this agreement by giving you two months' notice. We may end this agreement if you close the Smart Start Current Account that was opened for the Child. We may end this agreement if you break the terms and conditions which apply to the account, for example, if you die, or become bankrupt, or we are required to close the account by law. The General Terms and Conditions provide further detail on this.. The parent or legal guardian can close the account at any time this can be done by calling or writing to any Bank of Ireland Branch or writing to our registered office which is shown above.

## Governing law and language

These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland and you are not ordinarily resident in the Republic of Ireland.

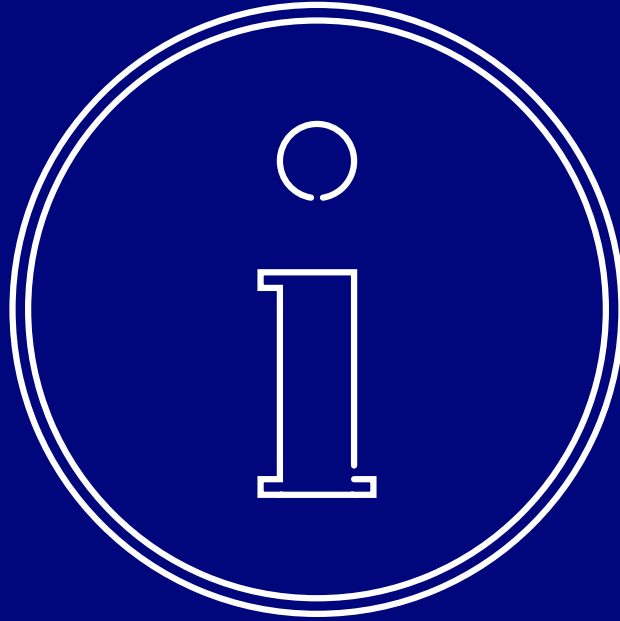
## Making a complaint

We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website [bankofireland.com/help-centre/customer-complaints-process](https://bankofireland.com/help-centre/customer-complaints-process). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.)

If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond to you by email. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to:

The Financial Services and Pensions Ombudsman,  
Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

**The information in this schedule is valid from 27 March 2025 and is subject to change.**



# Smart Start Money Pot

Terms and Conditions



**Bank of  
Ireland**

## Smart Start Money Pot Account Terms and Conditions

The Smart Start Money Pot Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to a basic savings account for their personal needs, in a monitored and controlled environment. When your Child is between the age of 16 and 18 the parent or legal guardian can request to open a new Account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Money Pot Account. The Child will then have independent control of their own account.

We can only complete the parent or legal guardian's request to open a new account if the Child completes the account opening application form.

### Are there things in our Agreement which you might find onerous or unusual?

We have aimed to ensure that these terms and conditions are in plain language and are transparent. We don't want there to be any unexpected outcomes for you in the way the terms and conditions work; and we want to be sure you are aware of things that sometimes arise for customers that could be onerous. So, we recommend you read the terms and conditions carefully before you open your Account.

Please make sure you read this page as we wish to draw your attention specifically to some things dealt with in the terms and conditions.

#### Explanatory Notes:

**IMPORTANT:** You the parent/legal guardian have full ownership of the Account and all of the money in the Account. If you the parent or legal guardian have not already instructed us to do so, we will close the Account when your Child reaches the age of 18. Where there is a balance left in the Account we will transfer those funds to a current account held with us in your sole name. If you do not hold such an account we will include advice on how to recoup the money when we give notice that the Account is being closed.

- ▶ Certain restrictions apply to the Account, as follows:
    - ▶ The Maximum balance that may be held in the account is €5000. If this limit is exceeded the Account may be blocked or closed.
    - ▶ Payments can only be made from this account to your Smart Start Current Account.
  - ▶ If money is paid into the account by mistake, we can correct that by taking it out again. We don't need to tell you in advance.
  - ▶ You must be very careful when you pay cheques or similar paper payments to your Account. We may show you the amount of a cheque lodged (paid in) to your Account before it has been cleared. This does not mean the money paid to you in the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.
  - ▶ If you make a cheque lodgement (pay in a cheque) that does not name you as the payee (person to be paid) there is a risk we will suffer a loss and you will have to compensate us.
  - ▶ If you make a cheque lodgement (pay in a cheque) that is not in Euro, and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.
  - ▶ If you break the terms and conditions in a way that causes us a loss, you may have to compensate us.
  - ▶ If you pay money into your account on a Saturday or other time when we aren't open, we mightn't be able to up-date your Account until the next day we open.
- 
- ▶ It is not possible to have a Smart Start Money Pot Account without a Smart Start Current Account. If you instruct us to close the Smart Start Current Account that you opened for your Child, your Smart Start Money Pot Account for that Child will also be closed.
  - ▶ You the parent or legal guardian:
    - ▶ are fully responsible for the account, and all activity (including online banking) carried out on the Account by your Child.

# Part 1: Terms and Conditions for the Chosen Product

These Smart Start Money Pot Account Terms and Conditions should be read with the General Terms and Conditions (Part 2 below), and the 365 Phone and Digital Banking Terms and Conditions, which may also apply to the Smart Start Money Pot Account. If there is a difference between these Smart Start Money Pot Account Terms and Conditions, and the General Terms and Conditions or the 365 and Digital Banking Terms and Conditions, these Smart Start Money Pot Account Terms and Conditions will apply.

The Smart Start Money Pot Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to a basic savings account for their personal needs, in a monitored and controlled environment. When the Child is between the age of 16 and 18 the parent or legal guardian can request to open a new Account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Money Pot Account. The Child will then have independent control of their own account.

We can only complete the parent or legal guardian's request to open a new account if the Child completes the account opening application form.

**IMPORTANT:** The parent/legal guardian has full ownership of the Smart Start Money Pot Account and all of the money in the Account. If the parent or legal guardian has not already instructed us to do so, we will close the Account when the Child reaches the age of 18. Where there is a balance left in the Account, we will transfer those funds to a current account held with us in the sole name of the parent or legal guardian. If the parent or legal guardian does not hold such an Account, we will include advice on how to recoup the money when we give notice that the Account is being closed.

## 1.0 Smart Start Money Pot Account Terms

- 1.1 These Smart Start Money Pot Account Terms and Conditions set out the rules for the Smart Start Money Pot Account in addition to:
  - ▶ The General Terms and Conditions (See Part 2 below),
  - ▶ The Distance Marketing Information,
  - ▶ Deposit Interest Rates Table (together referred to as the **"Account Terms and Conditions"**),
  - ▶ 365 Phone and Online Banking Terms and Conditions (the **"Online Banking Terms"**).
- 1.2 You must read these Account Terms and Conditions and the Online Banking Terms carefully, and ensure you understand them fully, and agree to them, before opening a Smart Start Money Pot Account.
- 1.3 Words and phrases which are defined in the General Terms and Conditions have the same meaning when used in these Account Terms and Conditions.
- 1.4 If there is a difference between these Smart Start Money Pot Terms and Condition's and the Account Terms and Conditions, or the Online Terms and Conditions, these Smart Start Money Pot Terms and Conditions will apply.

## 2.0 Who can apply for a Smart Start Money Pot Account?

- 2.1 You may set up a Smart Start Money Pot Account (an "Account") for your Child aged 7 to 15 (the "Child"). The Smart Start Money Pot Account will be in your sole name. You and your Child must be resident in Republic of Ireland, and your Child must reside with you on a full time or part time basis.
- 2.2 Only parents and legal guardians who have opened a Smart Start Current Account for their Child can apply for a Smart Start Money Pot Account for that Child.

## 3.0 How do I open a Smart Start Money Pot Account?

- 3.1 You must have a Smart Start Current Account in order to open the Smart Start Money Pot.
- 3.2 You can apply for an Account online through the Bank of Ireland Group Website, or if you need additional support, at any Bank of Ireland Branch.
- 3.3 You will be required to complete an account application form and to provide:
  - (a) Proof of your identity and your address.
  - (b) Proof of your Child's identity, for example, a birth certificate, passport, or passport card and/or proof of guardianship.
  - (c) We may also ask you for proof of your relationship with your Child, if required.

## 4.0 Who owns the Smart Start Money Pot Account?

- 4.1 You will own the Account and all of the money in the Account, including any money lodged to the Account by you, your Child, or any other person.
- 4.2 You will be fully responsible for managing the Account in line with the Account Terms and Conditions and the Online Banking Terms.

## 5.0 How does the Smart Start Money Pot Account work?

- 5.1 The Account is designed to allow you to give your Child access to a basic savings account for their personal needs, in a controlled environment. The Account should not be used for any other purpose.
- 5.2 You can access your Account through Banking 365 Online and the BOI app by following the instructions that we give you. Once you have online access, you can view payments made into and out of the Account by your Child, view and download statements, and give certain instructions on the Account.
- 5.3 You can also give your Child online access to the Account through Banking 365 Online and the BOI app by following the instructions that we give you. By doing so, you are authorising your Child to access the Account through Banking 365 Online or the BOI app, to view transactions on the Account, and to view and download statements.
- 5.4 By giving your Child access to 365 Online, you agree that your Child is authorized to access the Account through 365 Online, 365 phone and the BOI App. In particular, you agree that your Child will be able to view transactions on the Account and view and download statements on the Account.
- 5.5 We may require you to use personalised security features called Security Credentials - now or in the future - to access your Account through our online, phone, and mobile banking Channels. These Security Credentials are also used to authorise Account transactions. You must keep all **Security Credentials** secret and safe in accordance with the **Online Banking Terms**, and must never share them with anyone.

<b>6.0</b>	<b>How to pay money in</b>	<b>10.0</b>	<b>What responsibilities do I have?</b>
6.1	You can pay money into the Account from your Smart Start Account using Banking 365 online or 365 phone.	10.1	You will be responsible for all acts carried out by your Child in relation to the Account. We will treat all transactions on the Account carried out by your Child as if you carried them out. You must ensure that your Child uses the Account and Banking 365 Online and phone services in line with these Account Terms and Conditions and the Online Banking Terms.
6.2	Money can be paid into the Account by online transfer.		
6.3	Money can be paid into the Account at any of our Branches.		
<b>7.0</b>	<b>How to take money out</b>	<b>11.0</b>	<b>What happens when my Child turns 16?</b>
7.1	You can take money out of the Account at any time by transferring the funds into your Smart Start Account. You are not required to give advance notice to the Bank to take money out of the Account.	11.1	When your Child reaches the age of 16, you can request to open a new account in your Child's sole name, and to transfer some or all of the money into that account, before closing the Smart Start Money Pot Account. Your Child will then have independent control of their own account. We can only complete your request to open an account, if your Child completes the account opening application form.
7.2	If you are a registered user of Banking 365 online, you can use either: (a) the Banking 365 online service, or (b) 365 phone, or (c) the BOI app to request to take money out of the Account and pay it into your Smart Start Account.	11.2	Any transfer of funds is subject to compliance with any requirements we have, such as anti-money regulations.
7.3	You can take money out of the Account at any Bank of Ireland Branch. Your Child cannot make cash withdrawals over the counter in any of our Branches without you present.	11.3	You should seek independent tax advice on any implications that may arise before handing over any funds to your Child.
7.4	To take money out of the Account in a Bank of Ireland Branch, you must bring Photo ID (for example: a passport or an Irish driver's license) with you.	11.4	We will contact you after the transfer of money from your Smart Start Money Pot Account into a new account in your child's sole name has been successful. Until the account is closed, you will remain the owner the money in the Smart Start Money Pot account.
7.5	<b>You should be aware that if you give your Child online access to this Account and your Child has or opens a current account with us in their own name (for example a Second Level current account) and registers it on Digital Banking they will be able to make unrestricted transfers from this Smart Start Money Pot Account to their current account by themselves.</b>	11.5	If you instruct us to close a Smart Start Account for your child and fail to advise us of an existing Smart Start Money Pot account for your child, we will close the Smart Start Money Pot Account and transfer any money held in it to an account in your sole name. If you do not hold such an Account, we will advise you on how to recoup the funds when we advise you that we are closing the account.
<b>8.0</b>	<b>What Restrictions apply to the Smart Start Money Pot Account?</b>	11.6	You can choose to withdraw some money from the Account before you close it. You can do this by transferring money to your Smart Start Account and by then making a credit transfer to your own account held with us. Alternatively, you can withdraw the money in a Bank of Ireland Branch. The rate may change from the current rate of your Smart Start Money Pot account. Please check the Deposit Interest Rates Table for the rates applicable at the time.
8.1	The Account operates like a demand deposit account, but with certain restrictions:		
(a)	To open a Smart Start Money Pot Account for your Child, you must have opened a Smart Start Current Account for them.	<b>12.0</b>	<b>Fees and Charges</b>
(b)	You must be 18 years or older to open an Account.	12.1	Your Account will be exempt from fees for maintaining the Account. You can get a copy of our Schedule of Fees and Charges from any of our Branches or from our website <b>bankofireland.com</b> .
(c)	You can hold one Account with us as a sole account holder for each of your children aged 7 to 15.	<b>13.0</b>	<b>Interest Rate</b>
(d)	The Account is a Euro Account only.	13.1	We pay you a variable interest rate. We show you the interest rate for the Account in the version of the Deposit Interest Rates Table that is current and provided to you when you open the Smart Start Money Pot Account.
(e)	The maximum balance that may be held in the Smart Start Money Pot Account is €5,000.	13.2	All interest rates on the Deposit Interest Rates Table are quoted based on a 365 Day calendar year. Interest is subject to Deposit Interest Retention Tax ("DIRT") at the prevailing rate.
(f)	If you exceed the limit set out in (e), we may block the account to credits and contact you to bring the balance below the maximum balance. This means that any payments you or anybody else tries to pay into the account will fail until the block is removed.	13.3	When the Smart Start Money Pot is closed, the rate for the new Account you choose will apply. Further Information will be available on the Deposit Interest Rates Table.
(g)	Your Child will not be able to make transactions over the counter in Branch without you.		
<b>9.0</b>	<b>What controls do I have?</b>		
9.1	You can view and manage the Account by adding it to your Banking 365 online profile.		
9.2	You can ask the bank to close the Smart Start Money Pot Account at any time.		

**14.0 How is interest paid to my Account?**

- 14.1 We pay you interest annually, typically in March of every year.
- 14.2 As shown in the Deposit Interest Rates Table, the interest rate applied may depend on the amount in the Account.

**15.0 How do I close the Smart Start Money Pot Account?**

- 15.1 You can end this agreement, and close the Smart Start Money Pot Account at any time by contacting your local Branch.
- 15.2 If you instruct us to close a Smart Start Account for your child, and fail to advise us of an existing Smart Start Money Pot account for your child, we will close the Smart Start Money Pot Account and transfer any money held in it, to an Account in your sole name. If you do not hold such an Account, we will advise you on how to recoup the funds when we advise you that we are closing the Account.

**16.0 Can the Bank close the Smart Start Money Pot Account before my Child is 18?**

- 16.1 Yes we can end this agreement and close the Account for the reasons set out in the General Terms. In addition, we can close the Account immediately or block any payments from it if:
- (a) you or your Child dies; or
  - (b) we believe that the Account is being used for a purpose other than the personal needs of your Child; or
  - (c) you are no longer the legal guardian or have been deemed to have no parental rights to your Child; or
  - (d) you have exceeded the maximum limit on the Account; or
  - (e) your Child requests us to remove them from the Account; or
  - (f) your Child is over 18 years old; or
  - (g) it is not possible for us to contact you because you have changed contact details and have not advised us so that we can update our records.
  - (h) you have closed your Smart Start Current Account.

We do not have to notify you beforehand if we close or block your Account, for any of the reasons set out in this clause.

We are not liable to you, or anyone else, if we close or block the Smart Start Money Pot Account, for any reason listed in the Account Terms and Conditions.

**17.0 What happens when my Child turns 18?**

- 17.1 You agree that if you have not instructed us to open a new account in your Child's sole name, and to close your Smart Start Money Pot Account before they reach 18 years of age, we may close the Account. Where you hold an existing sole personal current account, we will transfer any money to that account and close the Smart Start Money Pot Account. Where you do not hold a sole personal current account with us, we will close the Account, and if there is a balance we will advise you how you can recoup your money. We will contact to you before we do this.
- 17.2 You agree that if we do not enforce clause 17.1 or we delay in enforcing it, it will not prevent us from taking any action to enforce it in the future.

## Part 2: General Terms and Conditions

### 1. Definitions

- 1.1 "365 Online" means our internet banking service accessed via a web browser;
- 1.2 "365 Phone" means our telephone banking service;
- 1.3 "Account" means the account in your name with us that has the product name shown in the Terms and Conditions for the Chosen Product when you open it; the word "Account" also refers to that account where we give it a new name or number or transfer the money in your Account to a new account in your name (for example, after the Chosen Product ends);
- 1.4 "AER" means annual equivalent rate;
- 1.5 "Bank of Ireland 365" means our 365 Online and 365 Phone banking;
- 1.6 "Banking Day" means any day on which we are open for business in the Republic of Ireland, other than a Saturday, Sunday or bank holiday; and non-banking day means any other day;
- 1.7 "BIC" means the Bank Identifier Code;
- 1.8 "Chosen Product" means the particular deposit account product that you have chosen, that is named in the Terms and Conditions for the Chosen Product and that has the features set out in them;
- 1.9 "Consumer" means a human being who uses the Account or enters the Terms and Conditions for the Chosen Product for purposes other than his or her trade, business or profession;
- 1.10 "Cut-off time" means the latest time in any Banking Day that we can process a particular account transaction, request or instruction on that Banking Day. Further details are available at [www.bankofireland.com](http://www.bankofireland.com);
- 1.11 "Digital banking" (a) means our present and future online banking services which can be accessed through 365 Online, Business Online, Bank of Ireland Mobile Banking, and services available on [www.bankofireland.com](http://www.bankofireland.com); and (b) includes a reference to 365 Online and/or Business Online, Bank of Ireland Mobile Banking and [www.bankofireland.com](http://www.bankofireland.com); where that makes sense;
- 1.12 "DIRT" means Deposit Interest Retention Tax;
- 1.13 "eStatement" means any document or statement provided or made available in electronic form;
- 1.14 "General Terms and Conditions" means the terms and conditions in this Part 2;
- 1.15 "IBAN" means the International Bank Account Number that includes the account number and codes to identify the country, bank and branch of an account;
- 1.16 "Ireland" means the Republic of Ireland;
- 1.17 "Joint Account" means an Account opened in more than one name;
- 1.18 "Joint Account Holders" means the persons in whose names a Joint Account is opened;
- 1.19 "negative interest", "negative rate" and "negative rate of interest" and any similar expression each mean a rate of interest that is less than 0% per annum, such that you pay interest to us;
- 1.20 "Paper payment(s)" (a) means cheques, drafts, postal orders, Government warrants, travellers' cheques and other payments in paper form; but (b) does not include banknotes and coins.
- 1.21 "positive interest", "positive rate" and "positive rate of interest" and any similar expression each mean a rate of interest that is more than 0% per annum, such that we pay interest to you;
- 1.22 "prevailing rate" means the rate of interest we apply after the Chosen Product ends or you breach the Terms and Conditions for the Chosen Product. For example, the prevailing rate can be the Variable Rate Call rate;
- 1.23 "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority;
- 1.24 "Sanctions Authority" means:
  - i. the United States of America;
  - ii. the United Nations Security Council;
  - iii. the European Union;
  - iv. the United Kingdom; or
  - v. the respective governmental institutions of any of the foregoing including Her Majesty's Treasury, the Office of Financial Sanctions Implementation, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government;
- 1.25 "Sanctioned Country" means any country or other territory subject to a country-wide export, import, financial or investment embargo under any Sanctions (as defined and construed by the relevant Sanctions Authority). A full up-to-date list of sanctioned countries can be found on our website at [www.bankofireland.com](http://www.bankofireland.com)/sanctions;
- 1.26 "Sanctions List" means any list issued or maintained and made public by any of the Sanctions Authorities as amended, supplemented or substituted from time to time;
- 1.27 "Sanctioned Person" means any person that is:
  - i. listed on, or majority owned or controlled by a person listed on, a Sanctions List;
  - ii. a government of a Sanctioned Country;
  - iii. an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; or
  - iv. resident or located in, operating from, or incorporated under the laws of, a Sanctioned Country;
- 1.28 "Sort code" means the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland;
- 1.29 "Taxation law" means the law on taxation in any jurisdiction which applies to the Account or to interest we pay you, for example the Taxes Consolidation Act 1997 as amended and any regulation made under it;
- 1.30 "Terms and Conditions" means the terms and conditions which apply to the Account and include the General Terms and Conditions and the Terms and Conditions for the Chosen Product, as they may be amended from time to time;
- 1.31 "Terms and Conditions for the Chosen Product" means the terms and conditions (in Part 1) that apply to the Chosen Product, in addition to the General Terms and Conditions;
- 1.32 "We", "us", and "our" means the Governor and Company of the Bank of Ireland having its Registered Office at 2 College Green, Dublin, D02 VR66 and its successors, and legal or equitable transferees or assignees;
- 1.33 Any reference to "write", "writing", "written", any other form of the verb to write (or to something that can be read) includes the following: (a) an electronic or digital instruction, signature or receipt from you where we offer you the service to make those things electronically or digitally; and (b) any email, SMS (text message to a mobile phone), pop up on our app, by facsimile or other electronic communication where you have given us contact details for any such means of communication;
- 1.34 "You" and "yours" means the person or persons in whose name(s) the Account is opened. If you have a Joint Account, references in these Terms and Conditions to 'you' and 'your' include the Joint Account Holders, together and separately.

## 2. Your Account – what governs it

- 2.1 The Terms and Conditions apply to the Account.
- 2.2 The operation of your Account is also subject to general banking law, regulation and practice including but not limited to (i) banking and payments regulation, (ii) anti-money laundering and terrorist financing regulation and (iii) data protection regulation. These are in addition to the Terms and Conditions (for example, on matters not covered by them) and we may suspend the operation of your account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your account, or stopped any transaction.
- 2.3 We reserve the right not to open an Account.
- 2.4 You must not use the Account in any way which would breach any Sanction. You must not authorise or knowingly permit any person to use the Account in any way which would breach any Sanction. For example, you must not use the Account or permit a person to use the Account: (a) to make a payment to fund a trade, business or any activity that involves or benefits a Sanctioned Person or a Sanctioned Country; (b) to make a payment to fund a trade, business or activity that takes place in a Sanctioned Country; (c) to take in a payment of money where some or all of it is from a Sanctioned Person or Country; (d) to take in a payment of money where some or all it derives from any activity in a Sanctioned Country or any activity carried out by a Sanctioned Person or Country; or (e) in a way that indirectly involves anything that is mentioned in the previous examples.

## 3. Account must be kept in credit

- 3.1 You must keep the Account in credit at all times.

## 4. Paying money into and out of your Account

- ▶ THERE CAN BE RESTRICTIONS ON WHEN YOU CAN TAKE MONEY OUT OF YOUR ACCOUNT. IF YOU HAVE A TERM ACCOUNT AND TAKE MONEY OUT EARLY YOU MAY HAVE TO COMPENSATE US IF WE SUFFER A LOSS AS A RESULT.
- ▶ Your account may not allow you take money from your account in our branches so that you can only take it out by using our Banking 365 banking services or other means we make available. PLEASE CHECK THE TERMS AND CONDITIONS FOR YOUR CHOSEN PRODUCT BEFORE YOU OPEN YOUR ACCOUNT IF YOU WISH TO BE ABLE TO TAKE MONEY OUT IN A BRANCH.

- 4.1 The Terms and Conditions for the Chosen Product may (a) limit your ability to lodge money to or take money from the Account and/or (b) mean there is a financial disadvantage to you if you take money out of the Account before the Chosen Product ends. PLEASE CHECK THE TERMS AND CONDITIONS FOR YOUR CHOSEN PRODUCT BEFORE YOU TAKE MONEY FROM THE ACCOUNT.
- 4.2 You can pay money into the Account at any of our branches but not if the Terms and Conditions for the Chosen Product say otherwise (for example, if they say you can only pay money in using 365 Online or 365 Phone).
- 4.3 You can take money out of the Account at any of our branches. You can take money out of the Account using 365 Online or 365 Phone where we tell you that it is possible (for example, by a message to you on the phone or on 365 Online). You cannot take money from the account by standing order, direct debit, or by using an ATM card.

## 5. Cheques and paper payments

You must be very careful when you pay cheques to your account. We may show you the amount of a cheque lodged (paid in) to your account before it has been cleared. This does not mean the amount of the cheque is available to you immediately. A cheque needs to be cleared to allow you to withdraw the amount paid to you by it.

- 5.1 When you lodge a paper payment (for example, a cheque) into your Account, we ask the payer's financial institution to pay the amount to us on your behalf. When the payer's financial institution pays the amount to us, the paper payment is said to be "cleared for withdrawal".
- 5.2 When you consider how much you can withdraw from your Account, you should not count in the value of any paper payment lodged into your Account unless and until it has been cleared for withdrawal.
- 5.3 It can take 5 Banking Days to clear a paper payment for withdrawal that is from an account in an Irish financial institution. It can take considerably longer to clear a paper payment from a financial institution in Northern Ireland or abroad or from a Government office.
- 5.4 If the paper payment is returned unpaid by the payer's financial institution, we take the amount of the paper payment back out of your Account.

## 6. Foreign cheques

If you lodge (pay in) a cheque that is not in Euro and the bank that holds the cheque account sends it back to us unpaid (if it "bounces") you may lose money if the exchange rate between the Euro and the currency of the cheque changes since the time you lodged the cheque.

- 6.1 If you lodge a paper payment (for example, a cheque) to your Account in a currency other than Euro, we convert the amount to Euro using our exchange rate for that currency on the date we add it to your Account. If the payer's financial institution returns the paper payment unpaid, we calculate the amount we take back using our exchange rate for that currency on the date we take the amount back. We are not liable for any loss you may suffer or any expense you have as a result.

## 7. Interest

- 7.1 *Positive interest.* For so long as positive interest applies to a credit balance on the Account or part of it we pay positive interest on the Account as set out in the Terms and Conditions for the Chosen Product. Any positive rate of interest set out in the Chosen Product Terms and Conditions comes to an end when the Chosen Product ends (for example, the end of the term if the Account is a term deposit).
- 7.2 We pay you positive interest annually typically in March.
- 7.3 If the Terms & Conditions for the Chosen Product or the Deposit Interest Rate Table say the interest rate for the account is variable, the Terms and Conditions that allow us change an interest rate apply to the Chosen Product.
- 7.4 We will give you details of the applicable interest rate(s) on the Account by giving or sending them to you or by showing them in our branches or on our website [www.bankofireland.com](http://www.bankofireland.com)  
The details will include:
  - 7.4.1 The annual percentage interest rate;
  - 7.4.2 The annual equivalent rate (or AER);
  - 7.4.3 Whether the interest rate is a fixed interest rate or a variable interest rate;

- 7.4.4 Whether the interest rate is a positive or negative rate or is 0% per annum;
- 7.4.5 Whether tiered interest rates apply to different balances.
- 7.5 DIRT is deducted at the rate set out in tax law, where it applies, to positive interest only.
- 7.6 We (a) quote (b) calculate and (c) apply interest based on a 365 day year. We quote interest rates before the deduction of DIRT (unless we say otherwise).
- 7.7 We calculate interest each calendar day based on the amount of money in the Account. If the calendar day is not a banking day, the Bank may calculate the interest based on the amount of money in the Account on the previous banking day.
- 7.8 *Tiering of interest*
  - 7.8.1 We may apply interest rates to your Account in any of the following ways;
  - 7.8.2 We may apply the same interest rate to the entire Account balance;
  - 7.8.3 We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to;
    - 7.8.3.1 the credit balance on the Account; or
    - 7.8.3.2 the aggregate of the credit balances of the Account and those on some or all of the other accounts you have with us (whether they are of a similar type or not);
    - 7.8.3.3 Where there is tiering of interest rate(s), any reference to "Account" or to the credit balance on the Account in this Clause about tiering includes a reference to part of the credit balance as appropriate, by reference to how the interest rates on the Account are tiered.
    - 7.8.3.4 Any reference in the Terms and Conditions to 'tier', 'tiering' (or similar) of an interest rate shall be a reference to what is provided for in this Clause about tiering.
  - 7.8.4 *Tiered interest rates, groups of companies.* This clause applies if you are a company or incorporated body in a Group. We may apply different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to the aggregate of the credit balances of the Account and those on some or all of the other accounts you or members of your Group have with us (whether they are of a similar type or not). (This clause applies in addition to any other clause that provides for tiering in the Terms and Conditions). In this clause "Group" means a "group of companies" as defined in Section 8 of the Companies Act 2014.

## 8. Negative interest

We can apply negative interest to money in your account which means you pay us interest. This is because we need to be able to deal with market conditions that sometimes arise where we must pay negative interest to the European Central Bank or another organisation. We can also cap (limit) the amount of money you can have on your account to help us deal with such market conditions. We will always tell you beforehand before we apply negative interest.

- 8.1 We may at our discretion apply a negative rate of

interest to the Account at a rate or rates that we determine. You pay negative interest to us. We can notify you of a negative interest rate: (a) in the documentation we give you when you open the Account which will mean that negative interest will apply from the time you open the Account; or (b) at any time at our discretion by sending you notice in a way allowed for in these General Terms and Conditions in which case the negative interest will apply from the effective date set out in the notice;

- 8.2 If the Terms and Conditions for the Chosen Product set out any negative interest rate or rates, it or they will apply for so long as the Chosen Product Terms and Conditions apply (if such negative interest rate is variable, the General Terms and Conditions that allow us to change the rate will apply to that rate);
- 8.3 If the Terms and Conditions for the Chosen Product do not set out any negative interest rate or rates, we can change any variable interest rate set out in the Terms and Conditions for the Chosen Product to a negative interest rate at any time at our discretion by sending you notice in a way allowed for in these General Terms and Conditions;
- 8.4 The prevailing rate for the Account can be a negative rate. This means, for example, that you may have to pay us prevailing interest at a negative rate when the Terms and Conditions for the Chosen Product end or you breach them;
- 8.5 When we give you details of the applicable interest rate(s) on the Account we will tell you if any rate is a negative rate.

## 9. About Negative interest

- 9.1 If negative interest applies to the Account, the effect will be that we will calculate negative interest on the credit balance on your Account each day based on the cleared balance on the Account in euros, excluding cents, using the negative interest rate that applies and you will be obliged to pay us negative interest in full and on time. Any amount of negative interest that becomes due by you to us is called a "Negative Interest Amount".
- 9.2 For so long as negative interest applies, the Negative Interest Amount will be due from you on a monthly basis on a date we determine and you will be obliged to pay us the Negative Interest Amount in full and on time.
- 9.3 You permit us to deduct and withdraw any Negative Interest Amount from your Account and the balance on the Account shall be reduced as a result.
- 9.4 For so long as negative interest applies to your Account, you agree to keep enough money in your Account to pay each Negative Interest Amount in full and on time. We can refuse to allow you withdraw money from your Account where we reasonably anticipate that a withdrawal will cause a breach of this clause.
- 9.5 If the amount of money standing to the credit of the Account is not enough to pay in full a Negative Interest Amount due to us (the amount of such shortfall being the "Shortfall Amount") you agree to pay the Shortfall Amount within three Banking Days of the due date for payment of the corresponding Negative Interest Amount (or on our demand).
- 9.6 Nothing in the Terms and Conditions about negative interest shall be interpreted to oblige us to pay you interest on any debit balance that may arise in the Account.
- 9.7 When we change our interest rates we may change a positive interest rate to a negative interest rate or vice versa. We may change (a) a negative rate of interest to a rate that is more negative or less negative; and (b) a positive rate to a rate that is more or less positive. We may change a positive or negative interest rate to 0%

per annum. (This clause does not apply to any rate that is fixed under the Terms and Conditions for the Chosen Product).

## 10. Accurate instructions

- 10.1 You are responsible for ensuring that instructions to pay money into and out of your Account are correct and accurate. We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.

## 11. BIC, IBAN, Sort Code

You may need to use a BIC and IBAN or account number and sort code to give us instructions on your account (or others may need to, for example if they want to pay you money). You need to be careful to make sure these are written or typed correctly because you might lose money if not.

- 11.1 You agree that when we process any payment to your Account, made by yourself or by a third party, we will rely on the BIC, the IBAN or the Sort Code; and the account number that is given with the payment. If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.
- 11.2 If we receive a payment or payment instruction that does not have the information that we need to identify the account that is to receive the payment, for example, an account number and Sort Code (or IBAN and BIC), we may refuse to process it. We will tell you if we refuse to process a payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 11.3 If we receive a payment or payment instruction after the relevant cut-off time we will not process it until the next Banking Day. The cut-off time is the latest time on a Banking Day that we can process a particular account transaction. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times or refer to [www.bankofireland.com](http://www.bankofireland.com).
- 11.4 If we receive a payment or payment instruction on a non-banking day we will treat it as if we had received it on the next Banking Day.
- 11.5 If you can receive SEPA Instant Credit Transfers into your account they can be received at any time on every day of the year and Clauses 11.3 and 11.4 do not apply to receipt of those payments.
- 11.6 The financial institution where the Payee's account is held controls payment into that account. We are not responsible for that.

## 12. Incorrect, disputed or unauthorised transactions

If money is paid into your account by mistake we can correct that by taking it out again. We don't need to tell you in advance.

- 12.1 If money is paid into or out of your Account in error, you agree to let us reverse the payment and to correct the entries in your Account. If we do this, we do not have to contact you to tell you beforehand. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to your Account. If your authority is not forthcoming, we will provide such of your details as may be required to the

relevant payer in order to assist their recovery of the misdirected payment.

- 12.2 Our records of transactions may be kept on paper, microfilm, electronically or in other ways. You agree that if there is a dispute between you and us regarding a transaction that we may give our records as evidence of dealings in relation to your Account in any way that the law allows for.
- 12.3 If an unauthorised payment is made from your Account, we will refund your Account and restore it to the way it would have been if the unauthorised payment had not happened. If it is later determined that no refund should have been paid, the Bank will be entitled to recover it from your Account without further reference to you.
- 12.4 If any authorised transactions on your Account are incorrectly executed because of any acts or omissions by us, we will refund the transaction and restore your Account to the way it would have been if the transaction had not happened.
- 12.5 In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.

## 13. Account transaction fees

- 13.1 We do not charge transaction fees for cash lodgements, cheque lodgements to or cash withdrawals from the Account. However, we could introduce such fees in future. If we do, we will give you notice as required by law. You may be charged a fee on the account you use to fund such a cash lodgement, cheque lodgement or receive such a cash withdrawal.

## 14. DIRT

- 14.1 By law, we must take DIRT from the positive interest we pay (unless you are exempt from this under Taxation Law and fulfil the required conditions).
- 14.2 The Government sets the rate of DIRT and may change it at any time.
- 14.3 Under Taxation Law, the Revenue Commissioners can ask us to send them details on the interest we pay out and to whom we pay it.
- 14.4 If you are resident in the Republic of Ireland and qualify under Taxation Law, you may be able to get an exemption from DIRT for your Account. To get this exemption:-
- 14.4.1 You must complete a declaration in the form required by the Revenue Commissioners for each deposit account opened; you must do this correctly and within the time limits set out in Taxation Law;
- 14.4.2 You must give us the completed form within the time limits set out in Taxation Law; or, if applying on the basis of permanent incapacity, you must send the form to your local Revenue office;
- 14.4.3 Interest must be paid to the Account or to another account in your name.
- 14.4.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

## 15. Non-Residents and DIRT

- 15.1 If you are not resident in the Republic of Ireland under Taxation Law, you may be able to get an exemption from DIRT for your Account. To get this exemption:-
- 15.1.1 You must complete a declaration of non-residence in the form required by the Revenue Commissioners for each deposit account opened; you must do this correctly and within the time limits set out in Taxation Law;
- 15.1.2 You must give us the completed form within

- the time limits set out in Taxation Law;
- 15.1.3 You must keep €6,500 (inclusive of accrued positive interest) or more in the Account at all times; and
- 15.1.4 Interest must be paid to the Account or to another account in your name.
- 15.2 We will apply DIRT to the positive interest paid to you if the balance on your Account is less than €6,500 (inclusive of accrued interest), even if you are non-resident.
- 15.3 We generally write to you if the clause above applies (but we have no liability to you if we do not).
- 15.4 We strongly recommend you take advice on how Taxation Law applies to you before you open the Account.

## 16. Term Accounts

- 16.1 Usually, your Chosen Product lasts for a finite period (or "term") only. The length of the term is set out in the Terms and Conditions for the Chosen Product.
- 16.2 Sometimes, the Terms and Conditions for the Chosen Product may allow you to choose from a list of alternative terms (for example, they may allow you choose a term of 3, 6 or 12 months). We confirm your choice of term to you in writing.
- 16.3 We calculate terms in weeks. For example, a 6 month term is one of 26 weeks, a 1 year (or 12 month) term is one of 52 weeks, a two year (or 24 month) term is one of 104 weeks.
- 16.4 The term starts on the day we give you your account number and this may be earlier than the day you first pay money into the Account.
- 16.5 The term always ends on a Banking Day. If (but for the rest of this Clause) the term would otherwise end on a non-banking day, it will end on the next Banking Day to occur.
- 16.6 If the Account is a term account we add any positive interest at the end of the term and then pay it to you (or, if you tell us to, we pay it to another account in your name with us). If we apply a negative interest rate during the term we take it from the account on the last day of the term. Different arrangements for the payment of interest will apply if the Terms and Conditions for the Chosen Product say so.

## 17. When the Chosen Product comes to an end or if Terms and Conditions are breached

- 17.1 This Clause sets out what happens when the Chosen Product comes to an end or the Terms and Conditions (including those of the Chosen Product) are breached. If the Terms and Conditions for the Chosen Product provide for what happens when the Chosen Product ends, those provisions will apply instead of this Clause (or they will apply to the extent that they differ from what Clause contains).
- 17.2 You can tell us to move the money in your Account to another Chosen Product or product type or to pay it to you on the date when the Chosen Product comes to an end. If you do, we will obey your instruction. If you do not or if the Terms and Conditions are breached, the Terms and Conditions will continue to apply with the following differences:
  - 17.2.1 We may change the product name of your Account from the Chosen Product name to another name (for example, we can re-name it as a Variable Rate Call account) and/or we may give the Account a new account number;
  - 17.2.2 We will apply interest at the prevailing rate. The prevailing rate can be positive, negative or 0%. For so long as the prevailing rate for the Account is (i) a positive rate we pay you interest at a positive rate; (ii) 0% per annum we will not pay

- you interest and you will not pay us interest; and (iii) a negative rate you pay us interest at a negative rate.
- 17.2.3 The Terms and Conditions for the Chosen Product will no longer apply; for example you will be free to take money from your Account at any time.
- 17.2.4 You will be able to take money out of the Account without prior notice.

## 18. Account statements

Where electronic statements are available you will only receive them if you register with us for digital Banking.

- 18.1 We will provide you with statements for the Account annually; or at an interval you and we agree to. We will always provide you with statements at intervals and with content that complies with any law, regulation or code that applies to the Account. The statements will be provided for free.
- 18.2 We do not have to provide you with an annual statement for the Account if it has a credit balance that is €20 or less.
- 18.3 Once your Account is registered for Digital Banking and eStatements are available for your Account, you will have access to eStatements for your Account and you will not receive paper versions of some or all documents or statements for your Account. If you request a paper copy of an eStatement we will treat this as a request for a duplicate statement and it will be managed in line with our duplicate statement process. You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between you and us, are satisfied when we provide you with the relevant document or eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to documents in electronic form and eStatements as the reference so requires. eStatements can be viewed and downloaded by you and will be stored by us in accordance with your Digital Banking terms and conditions. We will send a notification by email, SMS, or other channel using the details you have provided through Digital Banking when a new eStatement or document is available. It is your responsibility to update your contact details if they change. You can do this through Digital Banking. You may be able to opt out of receiving some notifications by editing your preferences through Digital Banking. You will be deemed to have received an eStatement once that eStatement is available through Digital Banking.

## 19. Identification

- 19.1 We have legal duties under laws concerning money laundering, financing of terrorism and taxation. You agree to give us the following information to allow us fulfil these duties:-
  - 19.1.1 Proof of your identity, address and your PPSN or other form of tax number;
  - 19.1.2 How you got the money that you wish to pay into your Account; and
  - 19.1.3 Facts about the person, business or group to whom you wish to pay money from your Account.
- 19.2 Before you pay money into or out of your Account in one of our branches, we can sometimes ask you to show us (and allow us copy) proof of your identity for example, a passport or photo driving licence. We do this in order to

- 19.3 protect your Account from the risk of fraud or following a period of inactivity on your Account. We may take whatever action we consider appropriate under any law (Irish or otherwise):
- (a) against fraud, money laundering or terrorism; or
  - (b) concerning financial and other sanctions against people, organisations or states.
- For example investigating and stopping payments into and out of the Account. This may delay or prevent us from obeying an instruction you give us concerning the Account. You acknowledge and agree that we are not liable for any loss, damage or liability suffered by you or anyone else that results from our following any such law or taking action we consider appropriate to comply with it.

## 20. Changes to the Terms and Conditions

- 20.1 We may for a valid reason add to or change these terms and conditions. For example we may provide for new transaction charges or change existing ones.
- 20.2 Here are examples of valid reasons for us to make any such change:
- i. to better comply with a law, regulation or other legal duty;
  - ii. to reflect a change in the law, code of practice, or a decision, recommendation by a court, ombudsman or regulator;
  - iii. to improve the services we provide customers;
  - iv. to remove (or change) a service if continuing it (or not changing it) is not cost effective or sustainable or does not make a reasonable profit or provide a reasonable return on investment or equity;
  - v. to reflect changes in our business model, or the way we do business;
  - vi. to reflect changes in technology or in our systems;
  - vii. (where a change concerns a charge) to ensure we are competitive; to enable us to maintain long-term sustainability of our business in the Republic of Ireland; to reflect any change in the costs we reasonably incur in administering deposit accounts; or to reflect any change in taxation which affects the profit we earn from our ordinary activities.
  - viii. for a reason that is related to any of the previous ones.
- 20.3 We will tell you in advance before we make any change of a type set out in this clause. We will give you a valid reason for any such change. The type and amount of notice of change that we will give you will follow the laws and regulations that apply at that time and may be by letter, electronic mail, telephone (including recorded message) or other means of communication we deem appropriate.
- 20.4 If we change or add to these terms and conditions, you may end this contract and close your Account for free of charge but first you must pay us any money you otherwise owe us in connection with your Account.
- 20.5 If we tell you about any change to the Terms and Conditions and you do not ask us to end this contract before the effective date of the change, you will be deemed to accept the change.
- 20.6 This clause does not apply changes in interest rates, the next clause does instead.

## 21. Changes to interest rates

- 21.1 We may change our interest rates up or down at any time. We will tell you of changes in interest rates in a way that complies with law. We will choose the way that we tell you; we can do it by letter, electronic means, telephone (including recorded message) or other means of communication we deem appropriate.
- 21.2 If a change is to your benefit we may decide to make the

change immediately and tell you afterwards.

- 21.3 We cannot change interest rates when the interest rate is fixed, as set out in the Terms and Conditions for the Chosen Product, or the Deposit Interest Rates Table.
- 21.4 We will tell you the reason for the interest rate change in the notice. It will be at least one of these reasons:
- i. To reflect prevailing deposit interest rates in the market whether positive, negative or 0%, (but the interest rate is not linked to any reference or market rate);
  - ii. To reflect any change in the deposit interest rates our competitors pay or charge;
  - iii. To ensure we are competitive;
  - iv. To enable us to maintain long-term sustainability of our business in the Republic of Ireland;
  - v. To reflect any change in the costs we reasonably incur in administering deposit accounts or in paying the European Central Bank or other company or person a negative rate of interest on money we deposit with it;
  - vi. To reflect any change in taxation which affects the profit we earn from our ordinary activities;
  - vii. To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator; and
  - viii. To reflect one or more of the things listed including anything that has occurred or we have reason to believe they are likely to occur.
- 21.5 If we notify you that an interest rate is to be changed, you have the right to terminate (end) this agreement in line with the clause below (under the heading "Ending This Agreement").

## 22. Losses and expenses caused by breaking contract

If you break the Terms and Conditions in a way that causes us to lose money, you will have to compensate us.

- 22.1 If you break the Terms and Conditions, and that causes us, our officers or employees to suffer any loss or have any expense, you will compensate us (or them) in full if we ask you.

## 23. Joint Accounts

If you have a joint account you are both (or all) equally liable to us for anything that we are owed on the account. One of you will be able to give us an instruction on the account without getting permission from the other person (or other people). We can send notices and letters to just one of you and the terms and conditions say that's enough to notify both (or all) of you.

Where the Account is a Joint Account the following applies:

- 23.1 If your Account is held jointly in the name of two or more persons at any time, each of you is jointly and severally liable under these terms and conditions and for any instruction we get from any of you. This means we can ask all or any one of the Joint Account Holder's to:
- (a) pay us any money owing to us in connection with your Account; and
  - (b) meet any obligation concerning your Account.
- 23.2 Unless we have agreed that we need the consent of each Joint Account Holder or have a legal obligation to get this consent, we can act on the instructions of only one of you. This means any one of you can ask us to do

certain things with the Account without the other Joint Account Holders knowing, including closing the Account, taking all or any money out of the Account, asking for communications (including statements) to be provided electronically or on paper or ending services.

- 23.3 When we send any notice to any one of you (including any eStatement or statement or document in paper form) this will be deemed to be notice to all of the Joint Account Holders.
- 23.4 Unless we have a legal obligation to do so we won't ordinarily ask or enquire about the reasons for any instructions or reconfirm these instructions with any other Joint Account Holder even when there is a dispute among the Joint Account Holders.
- 23.5 Unless you have instructed us otherwise in writing and in a form agreed by us, on the death of any Joint Account Holder any money standing to the credit of the Joint Account will be paid to or at the order of any surviving Joint Account holder(s). This clause is (a) subject to compliance with any legal requirements; and (b) is without prejudice to our right of set-off or any other of our rights acquired by law.

## **24. Reading this document and other matters**

- 24.1 Each of the Terms and Conditions is separate from the others. If any Term or Condition is illegal or cannot be enforced now or in future, the rest of the Terms and Conditions will remain in full force and effect.
- 24.2 Where there is a conflict between the General Terms and Conditions and the Terms and Conditions for the Chosen Product, the latter will prevail.
- 24.3 If we do not enforce the rights we have under the Terms and Conditions or we delay enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 24.4 In the Terms and Conditions we sometimes give an example of something covered by a clause or definition. We do this to assist you. The meaning and scope of the Terms and Conditions is never limited to these examples.
- 24.5 We add headings and explanatory notes (which may appear in boxes) to clauses in this document to assist you; they do not form part of the legal agreement between you and us.
- 24.6 When a person performs a transaction on your behalf in relation to your Account, the Terms and Conditions will apply just as if you had performed the transaction yourself. Each reference to "you" should be read as such.
- 24.7 A reference to a "person" includes a human being, corporation, partnership or organisation.
- 24.8 A reference in the singular includes a reference to the plural and vice versa, where this makes sense (for example, "person" can mean "persons", and "persons" can mean "a person").
- 24.9 Any reference to "interest" or "interest rate" or "rate of interest" in the Terms and Conditions is a reference to interest that applies to a credit balance in the Account and includes a reference to a positive rate of interest; a negative rate of interest and a rate of interest of 0% per annum (unless the context indicates otherwise).
- 24.10 This clause only applies to these terms and conditions if you entered them on or after 29 November 2022. Nothing in these terms and conditions (a) takes away from any statutory liability (legal duty) we have to you under Part 4 of the Consumer Rights Act 2022 (our "Part 4 Liabilities") or (b) excludes or restricts any of our Part 4 Liabilities. Nothing in these terms or conditions is to be interpreted to exclude or restrict any of our Part 4 Liabilities. Here are examples of our Part 4 Liabilities: our duty to supply a service in conformity with a contract under which we supply a service to you which includes

meeting the tests for subjective and objective conformity set out in Part 4 of the Act; our duty to you under any implied term that Part 4 makes part of our contract with you to supply a service; our duty to charge a reasonable price for a service where a contract between you and us does not set one out.

- 24.11 Any reference in these terms and conditions to us being liable to you or anyone else includes any liability for loss, expense or damage to property or reputation or disruption beyond our control.

## **25. Making a complaint/the Financial Services and Pensions Ombudsman**

- 25.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website ([www.bankofireland.com](http://www.bankofireland.com)). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.) If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email. If you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

## **26. Ending this agreement**

We can close your account if you have less than €10 in it and you don't use it for 12 months.

- 26.1 You may ask us to close your Account at any time, subject to the Chosen Product Terms and Conditions, by writing to the branch where you opened the Account. If you close the Account before the Chosen Product matures, the next clause (which is about broken funding and reduced interest) could apply. If you close your Account, (a) we will pay you any balance on your Account; and (b) you will pay us everything you owe us in relation to your Account (for example, any overdrawn balance).
- 26.2 If you withdraw money from the Account or close it before the Chosen Product matures, there may be a funding loss which we will require you to compensate us for and/or the interest rate may be reduced. See details in the Terms and Conditions for the Chosen Product.
- 26.3 We may end these Terms and Conditions and close your Account by giving you two months' notice.
- 26.4 We may close your Account immediately or block any payments from it if:
- 26.4.1 you die;
- 26.4.2 you are declared bankrupt or insolvent in Ireland or anywhere else;
- 26.4.3 if you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise.
- 26.4.4 you have failed security checks;
- 26.4.5 we have reason to suspect there is unauthorised or fraudulent activity on your Account even where we think you are innocent;
- 26.4.6 we are required to do so by law, regulation or direction from an authority we have a duty to obey;

- 26.4.7 the balance on your Account is between zero and €10.00 and you have not carried out an account transaction on it for a period of 12 months or more; or
- 26.4.8 you have breached the Terms and Conditions.
- 26.5 We do not have to notify you beforehand if we close or block your account for any reason listed above. We are not liable to you or anyone else if we close or block your Account for any reason listed above.
- 26.6 We will tell you how the block on your Account can be removed (if it can be).
- 26.7 *BOI not liable for disruption beyond our control.* We are not liable to you or anyone else if services concerning your Account are interrupted for reasons beyond our reasonable control, for example act of God, failure of electrical power, strike, industrial action, breakdown or malfunction of equipment or software.
- 27. Notices**
- 27.1 We may give you notice of anything which concerns the Account:
- 27.1.1 by sending you a letter by prepaid ordinary post to your address last known to us. If we do, you will be deemed to receive the letter the day after posting; or
- 27.1.2 writing in any other way allowed by law.
- 28. Law & Language**
- 28.1 These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland.
- 28.2 The English language is and will be used for the purpose of interpreting these Terms and Conditions of the Account and for all communication in connection with the Account.
- 28.3 Any references to law (for example, Taxation Law) in these Terms and Conditions are accurate on the print date or publication, and may not reflect later changes in law.
- 29. Counting the total amount you deposit with us**
- 29.1 We can include the total amount of money you have on deposit in all the accounts you have with us to help us decide:
- (a) what interest rate we should apply, for example, if it should be a negative interest rate; or
- (b) whether you meet any rule that limits the amount you can deposit with us; or
- (c) for other purposes where such a calculation is needed. When we calculate that total we can include:
- (i) any account in your sole name; or
- (ii) any account that is in the joint names of you and another person or any number of other persons.
- We will count joint accounts in one of the ways that follows.
- 29.2 *Counting joint accounts.* When we calculate what money you own in a joint account:
- (a) we can count your share of it; and
- (b) when we include your share of a joint account we can treat all joint accounts as being owned by the account holders in equal shares (for example, we assume customers each own half of an account in two joint names; or a third each of an account in three joint names) unless all of the account holders tell us in writing that the shares are not equal.
- 29.3 *Alternative way of counting joint accounts.* We can, in the alternative, count all accounts in the same joint names together. If you have a share in a joint account we include in this alternative way, we will not also include that share in any other calculation of the total of the amount you have on deposit with us.

# Distance Marketing Information

**Note: The following information is relevant to you if you opened or changed your Account product without face-to-face contact with us (for example, by phone or internet).**

**Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (the "DMD Regulations").**

## About us

We are the Governor and Company of the Bank of Ireland also known as Bank of Ireland. The Bank's Registered Office is at 2 College Green, Dublin, D02 VR66. The registered number of Bank of Ireland in the Companies' Registration Office is C-1 and the Bank's VAT number is IE8Y42002P.

The Bank of Ireland is licensed under the Central Bank Act 1971 by the Central Bank of Ireland. If you wish to contact the Bank in connection with the Account, please write to the Bank of Ireland branch where you opened the Account or our Head Office (and we will send your letter to the appropriate branch).

## Our main business

The principal business of the Bank is the provision of retail financial services to customers. This includes taking deposits and lending.

## Description of Financial Service

The Smart Start Money Pot Account is an account we offer to parents or legal guardians who wish to give their Child (aged 7 to 15) access to a basic savings account for their personal needs, in a monitored and controlled environment. When the Child is between the age of 16 and 18 the parent or legal guardian can request to open a new Account in the Child's sole name and to transfer some or all of the money into that Account before closing the Smart Start Money Pot Account. The Child will then have independent control of their own account. We can only complete the parent or legal guardian's request to open a new account if the Child completes the account opening application form.

## Your right to cancel

You may cancel the Account under the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 (the "Regulations") within 14 days of the opening of the Account by writing to your Account opening branch. Any credit amount in the Account and interest due at the date of cancellation will be returned to you. If you do not exercise your right to cancellation within 14 days of opening the Account, the Terms and Conditions that apply to the Smart Start Money Pot continue to apply.

## Minimum Duration

The parent or legal guardian can close the Smart Start Money Pot Account or they can leave it open until the Child is 18. Once the Child is 18 the Bank may close the account and transfer any money held to an Account held in the parent's or legal guardian's sole name.

## Fees and Charges

We do not charge a fee for opening the Account or for allowing you to make cash lodgements, cheque lodgements, or cash withdrawals (we reserve the right to introduce fees in future, for details see the General Terms and Conditions).

## DIRT

We deduct Deposit Interest Retention Tax ("DIRT") at source on any interest we pay customers unless you are exempt from this under Taxation law and fulfil all of the required conditions. For more details, see the General Terms and Conditions. The government sets the rate of this tax. The rate of DIRT in force on the date of interest payment, applies to all interest paid on that date.

## Payment and performance

We pay interest and (in general) either add it to your Account or pay it to another Bank of Ireland account in your name.

## Early Termination

We may end this agreement by giving you two months' notice. We may end this agreement if you close the Smart Start Current Account that was opened for the Child. We may end this agreement if you break the terms and conditions which apply to the account, for example, if you die, or become bankrupt, or we are required to close the account by law. The General Terms and Conditions provide further detail on this.. The parent or legal guardian can close the account at any time this can be done by calling or writing to any Bank of Ireland Branch or writing to our registered office which is shown above.

## Governing law and language

These terms and conditions and any matter arising from the services are governed by the laws of the Republic of Ireland. This will be so even if a court or tribunal outside the Republic of Ireland deals with them. The courts of the Republic of Ireland will have jurisdiction in connection with any dispute about or relating to these terms and conditions and the services. That jurisdiction is exclusive except where you entered these terms and conditions on or after 29 November 2022, you are a consumer under the Consumer Rights Act 2022 and you are not ordinarily resident in the Republic of Ireland and you are not ordinarily resident in the Republic of Ireland.

## Making a complaint

We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint, you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website [bankofireland.com/help-centre/customer-complaints-process](https://bankofireland.com/help-centre/customer-complaints-process). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.)

If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond to you by email. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to:

The Financial Services and Pensions Ombudsman,  
Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

**The information in this schedule is valid from 27 March 2025 and is subject to change.**